

000371

**REQUEST FOR COUNCIL ACTION**  
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY)  
2700521 101  
3. DATE: 02/08/07 3/27

TO: CITY ATTORNEY  
2. FROM (ORIGINATING DEPARTMENT): COMMUNITY SERVICES DIVISION

4. SUBJECT:  
AGREEMENT WITH URS CORPORATION AMERICAS TO COMPLETE THE NEIL GOOD DAY CENTER COMMUNITY BENEFIT IMPACT STUDY

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)  
Ernie Linares MS 51F, 236-6719  
6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)  
Sharon Johnson MS 51F, 533-6525  
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

**8. COMPLETE FOR ACCOUNTING PURPOSES**

FUND	18541				9. ADDITIONAL INFORMATION / ESTIMATED COST: Fiscal Impact: There is no impact to the General Fund from this action. Funds are available from the Community Development Block Grant [CDBG] Program.
DEPT.	4331				
ORGANIZATION	3101				
OBJECT ACCOUNT	4278 4279				
JOB ORDER	000001				
C.I.P. NUMBER					
AMOUNT	\$100,000				

**10. ROUTING AND APPROVALS**

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPUTY DIRECTOR	ERNE LINARES	2-8-07	8	DEPUTY CHIEF	[Signature]	2/8/07
2	CDBG	ANITA PYLE	2-8-07	9	COO	[Signature]	2/9/07
3	AUDITOR	FAYE HOWARD	2/12/07	10	CITY ATTORNEY	MICHAEL NEUMEXER	2/27/07
4	CFO	DEAN ROBERTS	2/12/07	11	ORIG. DEPT	ERNE LINARES	2/27/07
5	ENVIRONMENTAL REVIEW	MARTHA BLAKE	2/13/07		DOCKET COORD:	[Signature]	3/2/07
6	EOCP	CELIA GRIFFIN	2/22/07		COUNCIL PRESIDENT	[Signature]	
7							

SPOB  CONSENT  ADOPTION  
 REFER TO: \_\_\_\_\_ COUNCIL DATE: 3/27/07

11. PREPARATION OF:  RESOLUTIONS  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. Authorizing the Mayor or his designee to execute an agreement with URS Corporation Americas for \$100,000 to complete the Neil Good Day Center Community Benefit Impact Study [Project], contingent upon certification of funds availability by the City Auditor and Comptroller.
2. Authorizing the Auditor and Comptroller to appropriate and expend \$100,000 <sup>OF</sup> Fiscal Year 2006 Community Development Block Grant [CDBG] funds for the Project. (M)

11A. STAFF RECOMMENDATIONS:  
Adopt the resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)  
 COUNCIL DISTRICT(S): 2; 8  
 COMMUNITY AREA(S): EAST VILLAGE  
 ENVIRONMENTAL IMPACT: THIS ACTIVITY IS NOT A "PROJECT," AND THEREFORE, IS NOT SUBJECT TO CEQA, PURSUANT TO CEQA GUIDELINES SECTION 15060 (C)(3).  
 HOUSING IMPACT: NONE.  
 OTHER ISSUES: NONE.  
 ATTACHMENT: AGREEMENT BETWEEN THE CITY OF SD AND URS CORPORATION AMERICAS.

000373

**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE ISSUED: February 8, 2007 REPORT NO:  
ATTENTION: Council President and City Council  
ORIGINATING DEPARTMENT: Community Services Division  
SUBJECT: Agreement with URS Corporation Americas to Complete the  
Neil Good Day Center Community Benefit Impact Study  
COUNCIL DISTRICT(S): 2, 8  
CONTACT/PHONE NUMBER: Ernie Linares (619) 236-6719  
Sharon Johnson (619) 533-6525

REQUESTED ACTIONS:

- Authorize the Mayor or his designee to execute an agreement with URS Corporation Americas for \$100,000 to complete the Neil Good Day Center Community Benefit Impact Study [Project], contingent upon certification of funds availability by the City Auditor and Comptroller.
- Authorize the Auditor and Comptroller to appropriate and expend \$100,000 of Fiscal Year 2006 Community Development Block Grant [CDBG] funds for the Project.

STAFF RECOMMENDATION:

Adopt the requested actions.

SUMMARY:

The Neil Good Day Center is a day center for the homeless, located on the east side of 17<sup>th</sup> Street, just south of K Street, in the East Village community of San Diego. The site is leased by the City of San Diego from the State of California Department of Transportation (Caltrans) for the operation of the day center.

In December 2004, the Planning Commission approved an extension of Conditional Use Permit 86-0955 relating to the Neil Good Day Center, subject to specific terms and conditions. One of the required terms for the extension was the completion of a community benefit impact study.

On May 10, 2005, the City Council adopted Resolution No. R-300421, which, among other things, authorized the negotiation and execution of an agreement to complete the Neil Good Day Center Community Benefit Impact Study.

In October 2005, a Request for Proposal [RFP] was released by the City. Thereafter, URS Corporation Americas [URS] was chosen by a selection panel to be the consultant retained to complete the required study.

In Fiscal Year 2007, the City has awarded two other unrelated contracts to URS, totaling approximately \$209,000. San Diego Municipal Code section 22.3223 states that the Mayor may

enter a contract with a consultant, without first seeking Council approval, provided, among other things, that "the total amount of contract awards to the Consultant, including the current award, in any given fiscal year does not exceed \$250,000." Because the present agreement with URS to complete the required impact study is for \$100,000, the present agreement, when added to those contracts previously awarded to URS in Fiscal Year 2007, exceeds the \$250,000 threshold set forth in section 22.3223. As a result, City Council approval is necessary to authorize the execution of the present agreement with URS.

FISCAL IMPACT:

There is no impact to the General Fund from this action. Funds are available from the Community Development Block Grant [CDBG] Program.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

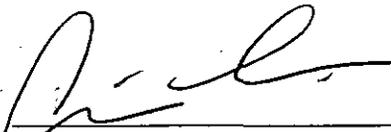
Resolution No. R-300421, approving the Fiscal Year 2006 CDBG Allocations (May 10, 2005).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Residents and businesses in East Village; Neil Good Day Center staff, law enforcement personnel, as well as professional planners and/or other professional government staff, having specific knowledge of the area.



Ernie Linares  
Deputy Director  
Community Services Division



Howard Kummerman  
Assistant Deputy COO  
Neighborhood and Customer Services

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH URS CORPORATION AMERICAS TO COMPLETE THE NEIL GOOD DAY CENTER COMMUNITY BENEFIT IMPACT STUDY.

WHEREAS, the Neil Good Day Center is a day center for the homeless, located on the east side of 17th Street, just south of K Street, in the East Village community of San Diego; and

WHEREAS, in December 2004, the Planning Commission approved an extension of Conditional Use Permit 86-0955 relating to the Neil Good Day Center, subject to, among other things, the completion of a community benefit impact study; and

WHEREAS, on May 10, 2005, the City Council adopted Resolution No. R-300421, which, among other things, authorized the negotiation and execution of an agreement to complete the Neil Good Day Center Community Benefit Impact Study [Project]; and

WHEREAS, in October 2005, a Request for Proposal [RFP] for the Project was released by the City; and

WHEREAS, URS Corporation Americas [URS] was chosen by a selection panel to be the consultant retained to complete the Project; and

WHEREAS, in Fiscal Year 2007, the City has awarded two other unrelated contracts to URS, totaling approximately \$209,000; and

WHEREAS, San Diego Municipal Code section 22.3223 states that the Mayor may enter a contract with a consultant, without first seeking Council approval, provided, among other things, that "the total amount of contract awards to the Consultant, including the current award, in any given fiscal year does not exceed \$250,000"; and

000376

WHEREAS, because the present agreement with URS to complete the Project is for \$100,000, the present agreement, when added to those contracts previously awarded to URS in Fiscal Year 2007, exceeds the \$250,000 threshold set forth in San Diego Municipal Code section 22.3223; and

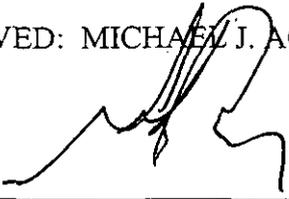
WHEREAS, the present action is necessary to authorize the execution of the present agreement with URS; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee is authorized to execute an agreement with URS Corporation Americas in an amount not to exceed \$100,000 to complete the Neil Good Day Center Community Benefit Impact Study [Project], contingent upon certification of funds availability by the City Auditor and Comptroller, the agreement, when executed, being kept on file in the Office of the City Clerk as Document No. \_\_\_\_\_.

2. That the Auditor and Comptroller is authorized to appropriate and expend \$100,000 of Fiscal Year 2006 Community Development Block Grant [CDBG] funds for the Project.

APPROVED: MICHAEL J. AGUIRRE, City Attorney



By

\_\_\_\_\_  
Michael D. Neumeyer  
Deputy City Attorney

MDN:als  
02/27/07  
AC No. 2700521  
Or.Dept:Comm.Services Div.  
R-2007-799  
MMS#4434

000377

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND URS CORPORATION,  
DBA URS CORPORATION AMERICAS,  
FOR THE PROVISION OF CONSULTING SERVICES**

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This Agreement [Agreement] is made between the City of San Diego, a municipal corporation [City], and URS Corporation, dba URS Corporation Americas [Consultant], hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the City has made an amount of Community Development Block Grant [CDBG] Funds available to retain the services of a professional consulting firm to conduct a community benefit impact study in Fiscal Year 2007; and

WHEREAS, the City wants to engage Consultant to perform professional services necessary to complete the Neil Good Day Center Community Benefit Impact Study [Project]; and

WHEREAS, Consultant has the expertise, experience, and personnel necessary to provide the professional services for the Project;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I - INCORPORATION OF RECITALS**

- 1.1 The Recitals set forth above are true and correct, and are hereby incorporated in full and made a part of this Agreement by this reference.

**ARTICLE II - DEFINITIONS**

For the purposes of this Agreement, the terms listed below are defined as follows:

- 2.1 CDBG Funds – Funds allocated to the City by the United States Department of Housing and Urban Development [HUD] and disbursed by the City to Consultant for the performance of professional services in connection with the City's Homeless Services Program.
- 2.2 Operating Manual – The City's "Operating Manual for Social Service Programs" (Fiscal Year 2007), which contains prescribed procedures for fiscal management and accountability of projects receiving City and federal funds.
- 2.3 Project – Consultant's Project, as described in the Scope of Services (Exhibit A).

- 2.4 Subconsultant – Any entity, other than the City, that furnishes supplies and/or services (other than office space, standard commercial supplies, or printing services) to Consultant in connection with this Agreement.

**ARTICLE III – EFFECTIVE DATE; TERM OF AGREEMENT**

- 3.1 This Agreement shall be effective as of the date this Agreement is executed by the Parties and approved by the City Attorney, and shall remain in effect until Consultant has fully completed the professional services described in Exhibit A (Scope of Services), pursuant to the time schedule set forth in Exhibit C (Time Schedule), but in no event shall it remain in effect beyond October 1, 2007.
- 3.2 Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

**ARTICLE IV – CONTRACT ADMINISTRATOR; DESIGNATED REPRESENTATIVE**

- 4.1 The City's Community Services Division [Division] is the contract administrator for this Agreement. Consultant shall work solely under the direction of the designated representative of the Division in performing Consultant's obligations and duties under this Agreement.
- 4.2 The City's designated representative shall communicate with Consultant on all matters related to the administration of this Agreement and Consultant's performance of its obligations and duties rendered hereunder. When this Agreement refers to communications to or with the City, those communications shall be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.
- 4.3 The City shall identify a designated representative for the purposes of this Agreement. The City, at its sole discretion, may change its designated representative at any time and shall inform Consultant of any change in its designated representative within ten calendar days of the change.

**ARTICLE V – INDEPENDENT CONTRACTOR; ASSIGNMENT; DESIGNATED REPRESENTATIVE**

- 5.1 Consultant, and any Subconsultants employed by Consultant, shall be independent contractors, and not agents or employees of the City. Any provision of this Agreement that may appear to give the City a right to direct Consultant concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of the City concerning the end results of

000381

the performance. Consultant shall notify all prospective Subconsultants of Consultant's and Subconsultant's independent status.

- 5.2 This Agreement is for unique professional services, in that, retention of Consultant's professional services is based on the particular professional expertise of the following members of Consultant's organization: Elizabeth Nedeff; Lou Rea; Sherry Ryan; and Dev Vrat [Project Team]. Accordingly, Consultant's performance of professional services on the Project may not be delegated to other members of Consultant's organization, or to Subconsultants, without the prior written consent of the City. The members of the Project Team are the principal persons responsible for delivery of all professional services and may not be removed from the Project, without the City's prior written approval. In the event any member of the Project Team becomes unavailable for any reason, Consultant shall, before replacing such member, obtain the written approval of the City. Further, the City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from the Project.
- 5.3 Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor assign any monies due, or to become due, without the City's prior written approval. Any assignment in violation of this Section shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 5.4 Consultant shall identify a designated representative for the purposes of this Agreement. In the event Consultant changes its designated representative for the purposes of this Agreement, Consultant shall notify the City of the new designated representative within ten calendar days of the date of such change.

## ARTICLE VI - OBLIGATIONS AND DUTIES OF CONSULTANT

- 6.1 **SCOPE OF SERVICES.** Consultant shall perform the professional services described in the Scope of Services (Exhibit A), in accordance with the Project Budget (Exhibit B), the Time Schedule (Exhibit C), and all other terms and conditions of this Agreement.
- 6.2 **INDUSTRY STANDARDS.** Consultant shall perform the professional services rendered under this Agreement in accordance with the standards customarily adhered to by an experienced and competent engineering design firm, using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.
- 6.3 **WRITTEN AUTHORIZATION AND CONSENT.** Prior to performing any professional services in connection with the Project, Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this

Agreement, Consultant shall immediately advise the City, in writing, of any anticipated change in the Scope of Services (Exhibit A), Project Budget (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all professional services in accordance with applicable laws and accepted industry standards.

- 6.4 **CITY MODIFICATIONS.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to, or deducting from, the professional services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the professional services, Consultant shall immediately notify the City, and any such increase or decrease must be approved, in writing, by the City. If the City deems it appropriate, an equitable adjustment to Consultant's compensation may be made, provided that any adjustment must be approved by the Parties, in writing.
- 6.5 **COMPETITIVE BIDDING.** Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall design such plans or specifications so that the procurement of services, labor, or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved, in writing, by the City. Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.
- 6.6 **ADDITIONAL CONSULTANTS OR CONTRACTORS.** The City reserves the right to employ, at its own expense, such additional consultants and/or contractors as the City deems necessary to perform work or to provide the professional services on the Project.

## ARTICLE VII – PROJECT BUDGET; PAYMENTS

### 7.1 PROJECT BUDGET.

- 7.1.1 Consultant represents that the Project Budget (Exhibit B) includes only allowable costs and an accurate analysis of costs applicable to CDBG Funds, pursuant to 24 CFR 570.502, which includes, in addition to other requirements, requirements for compliance with the following:

- A. If Consultant is not a governmental entity, Office of Management

and Budget [OMB] Circular No. A-122 (Cost Principles for Non Profit Organizations) or OMB Circular No. A-21 (Cost Principles for Educational Institutions), as applicable, and certain Attachments to OMB Circular A-110; or

- B. If Consultant is a governmental entity, OMB Circular Nos. A-87, A-128 (24 CFR 44), and sections of 24 CFR 85.

7.1.2 Consultant shall not use CDBG Funds for travel, meals, lodging, or entertainment expenses for administrative purposes. However, certain of these types of expenses may be permitted, if they are part of the core purpose of a program (such as a shelter, nutrition program, at-risk youth program, or other eligible program) and pre-approved, in writing, by the City. Consultant shall not use CDBG Funds for alcoholic beverages under any circumstances.

7.1.3 The Project Budget shall be in sufficient detail to provide a sound basis for the City to effectively monitor Consultant's performance under this Agreement and Consultant's compliance with CDBG restrictions imposed by HUD.

7.2 (reserved)

7.3 **TOTAL PAYMENT.** The City shall pay Consultant for its performance of the professional services described in the Scope of Services (Exhibit A) and rendered in accordance with the terms and conditions of this Agreement, including reasonably related expenses, in an amount not to exceed \$100,000. Consultant shall not be entitled to compensation, including compensation for reasonably related expenses, that exceed the amounts specified in the Project Budget (Exhibit B).

7.4 **ADDITIONAL FUNDING SOURCES.** If Consultant receives (or has received) additional funding for the Project from a source or sources other than the City, the use of which requires that Consultant make an accounting to, or be subject to, an audit by such other source, then Consultant shall charge Project expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Project which is properly chargeable to, and actually claimed for compensation under, a funding source other than the City, shall not be allowed as a chargeable cost under this Agreement.

7.5 **PAYMENT SCHEDULE.** The City shall reimburse Consultant each month for eligible expenditures, provided that the reports required by the Operating Manual are received by the City (on such forms as the City may require) within ten calendar days of the end of each month. Consultant shall include, with each report, a description of completed professional services for the previous month, including reasonably related expenses (if any), and all other supporting information, including, but not limited to, the progress percentage of the Scope of Services (Exhibit A) and/or deliverables completed prior to the report date, as

required by the City. The final payment to Consultant shall be withheld until the final report has been received by the City.

- 7.6 **ADDITIONAL COSTS.** Additional costs are those costs that can be reasonably determined to be related to Consultant's errors or omissions [Additional Costs], and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. City shall not pay Consultant for any professional services required due to Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse the City for Additional Costs due to Consultant's errors or omissions.
- 7.7 **EIGHTY PERCENT NOTIFICATION.** Consultant shall promptly notify the City, in writing, of any potential cost overruns. Cost overruns include, but are not limited to, the following:
- A Anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, that exceed 80 percent of the maximum compensation under this Agreement; or
  - B Any cost for Consultant's performance of the Scope of Services that exceeds the maximum compensation under this Agreement.
- 7.8 **PARTIAL PERFORMANCE.** In the event Consultant performs less than all professional services required under this Agreement in a proper and timely manner, the City shall reimburse Consultant only the reasonable costs of those professional services actually performed by Consultant during that payment period, as determined by the Mayor or his designee.

#### ARTICLE VIII - DATA AND RECORDS

- 8.1 **GENERAL.** Consultant shall maintain, and require its Subconsultants to maintain, all administrative and financial records required in connection with the Project (including, but not limited to, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records pertaining to all matters covered in this Agreement or required by the Operating Manual) during the term of this Agreement.
- 8.2 **ACCOUNTING RECORDS.** Consultant shall maintain, and require its Subconsultants to maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Practices [GAAP] in the industry. Within thirty calendar days of any written request by the City for such records, Consultant shall make available to the City, for review and audit, all Project-related accounting records, documents, and any other financial data and records. Upon the City's request, Consultant shall submit exact duplicates of the originals for all requested records to the City.

- 8.3 **INSPECTION AND PHOTOCOPYING.** At any time during normal business hours and as often as the City deems necessary, Consultant shall permit, and require its Subconsultants to permit, the City, the U.S. Government, or their authorized agents, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Consultant), all books, accounting records, invoices, receipts, payroll records, personnel records, and any other Project data and records pertaining to all matters covered in this Agreement or required by the Operating Manual, for the purposes of auditing, monitoring, and/or evaluating Consultant's performance of its obligations and/or duties in connection with the Project. The City may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. The City shall keep all copies of Consultant's data and records in the strictest confidence allowed by law. If Consultant is unable to make all such data and records available for inspection within the County of San Diego, then, Consultant shall pay all of the City's travel related costs to inspect and/or audit the data and records at the location where the data and records are maintained.
- 8.4 **STORAGE PERIOD.** Consultant shall store, and require its Subconsultants to store, all Project data and records for a period of not less than five years after submission of the final expenditure report for the contract period, or five years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longest. All such data and records shall be kept at Consultant's (or relevant Subconsultant's) regular place of business. At any time during the storage period, Consultant shall permit, and require each of its Subconsultants to permit, the City, the U.S. Government, or their authorized agents to examine all such data and records, for the purposes described in Sections 8.2 and 8.3 above. After the storage period has expired, or all audit findings have been resolved, whichever is later, Consultant shall notify the City of its intent to dispose of any Project data and records, before Consultant takes any action to dispose of such data and records.
- 8.5 **ORIGINAL DOCUMENTS.** Notwithstanding the foregoing, upon the termination of this Agreement for any reason, the City may request that Consultant turn over, and Consultant shall turn over, within fifteen calendar days of any such request by the City, the original of all such data and records to the City. Consultant may retain copies of all data and records turned over to the City.
- 8.6 **OWNERSHIP OF DOCUMENTS.** Once Consultant has received any compensation from the City for Consultant's performance of its obligations and/or duties under this Agreement, all data and records (including, but not limited to, all documents prepared and/or work product completed directly in connection with, or related to, Consultant's performance under this Agreement) shall be the property of the City. The City's ownership of such documents includes the use, reproduction, and/or reuse of such documents, as well as all incidental rights, whether or not the work for which the documents were prepared has been performed. This Section shall apply whether the Agreement is terminated by the completion of the Project, the expiration of this Agreement, or in accordance with

any other provision of this Agreement.

## ARTICLE IX – AUDITS; FINANCIAL DISCLOSURES; OTHER REPORTS AND DISCLOSURES

9.1 **AUDITS.** Consultant shall ensure that Annual Single Audits and Financial Statement Audits are completed by a Certified Public Accountant. Individual projects funded by the City must be clearly identified in the audit reports, as well as the dollar amount allocated to the Project by the City.

9.1.1 In accordance with the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of federal funds, Consultants expending \$500,000 or more (or the current federal threshold) in total federal funding from all sources in a year, shall have an Annual Single Audit conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Consultant shall ensure that Single Audits are completed within 180 calendar days of the expiration date of this Agreement. Consultants completing audits by calendar year (rather than fiscal year) shall ensure that Single Audits are completed within 180 calendar days of December 31<sup>st</sup>. Consultant shall provide the City with a copy of the Single Audit within fifteen calendar days of Consultant's receipt of the audit.

9.1.2 Consultants receiving \$75,000 or more in federal, state, and/or City funds shall have Financial Statement Audits prepared in accordance with GAAP and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards [GAAS]. This audit report shall include the following statements:

- A. A statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts;
- B. A statement of revenues and expenditures, and a balance sheet of all funds received by Consultant; and
- C. A statement certifying compliance with all terms and conditions of the City's contract with Consultant, and that all required reports and disclosures have been submitted, completed by an executive officer of Consultant.

Consultant shall provide the City a copy of the Financial Statement Audit within 150 calendar days of the end of Consultant's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Consultant.

9.1.3 If Consultant is subject to an audit from a source other than the City, Consultant shall provide a copy of the audit to the City within thirty

calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of such third party audit(s).

9.2 **FINANCIAL DISCLOSURES.** Consultants receiving \$10,000 or more, but less than \$75,000, in federal, state, and/or City funds shall provide the City copies of true, accurate, and complete financial disclosure documentation, evidencing the financial status of Consultant's last complete fiscal year. Specifically, Consultant shall submit the following:

- A. A statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts; and
- B. A statement of revenues and expenditures, and a balance sheet of all funds received by Consultant.

Consultant shall provide the City these documents within ninety calendar days of the end of Consultant's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Consultant.

9.3 **OTHER REPORTS AND DISCLOSURES.**

9.3.1 Consultants receiving less than \$10,000 in federal, state, and/or City funds shall provide a report of how the funds were used during the contract period. Consultant shall provide the City with a copy of this report within thirty calendar days of the expiration date of this Agreement. If Consultant is in receipt of an Annual Single Audit or Financial Statement Audit, Consultant shall submit a copy of the audit to the City within fifteen calendar days of Consultant's receipt of the audit.

9.3.2 If Consultant receives \$500,000 or more in federal, state, and/or City funds, when that funding represents more than ten percent of Consultant's annual budget, Consultant shall include in their annual CDBG application an itemization setting forth the salary and wage ranges for each of Consultant's job classifications, including actual executive salaries and benefits packages, applicable for the contract period.

#### **ARTICLE X – COMPLIANCE WITH LAWS AND POLICIES**

10.1 **GENERAL.** Consultant shall comply, and require each of its Subconsultants to comply, with all applicable laws, rules, regulations, ordinances, resolutions, permits, and policies of the federal, state, and local governments, as they pertain to this Agreement. In addition, Consultant shall immediately comply, and require each of its Subconsultants to immediately comply, with all directives issued by the City, or its authorized representatives, under authority of any law, statute, ordinance, rule, or regulation.

10.2 CONFLICTS OF INTEREST.

- 10.2.1 Consultant shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:
- A. The conflict of interest provisions in 24 CFR 570.611, and Attachment O of OMB Circular No. A-110;
  - B. California Government Code sections 1090 et. seq., and 81000 et. seq.;
  - C. The City's Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and
- 10.2.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. If such a financial and/or economic interest does exist at the inception of this Agreement, the City shall promptly terminate this Agreement by giving written notice thereof.
- 10.2.3 If, in performing the obligations and duties set forth in this Agreement, Consultant makes, or participates in, a "governmental decision," as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the City that would otherwise be performed by a City employee holding a position specified in the City's conflict of interest regulations, Consultant shall be subject to the City's conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Consultant's relevant financial interests.
- 10.2.3.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Consultant is subject to the City's conflict of interest regulations. Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Consultant was subject to the City's conflict of interest regulations.
  - 10.2.3.2 If the City requires Consultant to file a statement of economic interests as a result of the obligations and duties performed, Consultant shall be considered a "City Official," subject to the provisions of the City's Ethics Ordinance,

including the prohibition against lobbying the City for one year following the termination of this Agreement.

- 10.2.4 Consultant shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 10.2.5 Consultant's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subconsultant or potential Subconsultant. Consultant shall not recommend or specify any product, supplier, consultant, or contractor with whom Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- 10.2.6 If Consultant violates any conflict of interest law, or any of the provisions of Section 10.2 of this Agreement, the violation shall be grounds for immediate termination of this Agreement. Further, any such violation shall subject Consultant to liability to the City for attorney's fees and all damages sustained as a result of the violation.

### 10.3 EQUAL EMPLOYMENT OPPORTUNITY.

- 10.3.1 Consultant shall comply, and require its Subconsultants to comply, with the City's Equal Employment Opportunity [EEO] Outreach Program, codified in San Diego Municipal Code sections 22.2701 - 22.2707. Consultant and all of its Subconsultants are individually responsible for abiding by its contents.
- 10.3.2 Consultant shall comply, and require each of its Subconsultants to comply, with Title VII of the Civil Rights Act of 1964, as amended (Executive Orders 11246, 11375, and 12086), California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.
- 10.3.3 Consultant shall not discriminate, and require each of its Subconsultants not to discriminate, on the basis of race, gender, religion, national origin, sexual orientation, age, or disability, in performing any obligation or duty in connection with this Agreement, including, but not limited to, the provision of professional services, privileges, facilities, advantages, and accommodations.
- 10.3.4 Consultant, and each of its Subconsultants, shall provide equal opportunity in all employment practices.

- 10.3.5 Consultant shall submit to the City a current Work Force Report, and if requested by the Equal Opportunity Contracting Program [EOCP] staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.
- 10.3.6 Consultant understands that compliance with the EEO provisions shall be monitored and reviewed by the City's EOCP staff.
- 10.3.7 Consultant's failure to comply with the above requirements, or its submittal of false information in response to these requirements, may result in any of the following: the withholding of progress payments until Consultant complies with the above; termination of this Agreement; debarment; and/or other sanctions, including suspension from participating in future City contracts (as a prime or Subconsultant) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this Section shall prohibit Consultant from participating in future City contracts, until all penalties have been satisfied.
- 10.3.8 Nothing in this Section shall be interpreted to hold Consultant liable for any discriminatory practice of its Subconsultants.
- 10.4 **NON-DISCRIMINATION IN CONTRACTING.**
- 10.4.1 Consultant shall comply, and require each of its Subconsultants to comply, with the City's Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 - 22.3517.
- 10.4.2 Consultant shall not discriminate, and require its Subconsultants not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any Subconsultants, vendors, or suppliers.
- 10.4.3 Within sixty calendar days of a request by the City, Consultant shall provide the City a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant shall fully cooperate in any investigation conducted by the City, pursuant to the City's Nondiscrimination in Contracting Ordinance, referenced above.

10.4.4 Violation of any provision of Section 10.4 shall be considered a material breach of this Agreement, and may result in remedies being ordered against Consultant up to, and including, termination of this Agreement, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

10.5 **LOCAL BUSINESS AND EMPLOYMENT.** Consultant acknowledges that the City seeks to promote employment and business opportunities for local residents and firms on all City contracts. Consultant shall, to the extent reasonably possible, solicit applications for employment, as well as bids and proposals for subcontracts for work associated with this Agreement, from local residents and firms, as opportunities occur. Consultant shall hire qualified local residents and firms, whenever feasible.

10.6 **LIVING WAGE ORDINANCE.** Consultant shall comply, and require each of its Subconsultants to comply, with the provisions of the City's Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4201 et seq., in performing its obligations and/or duties under this Agreement.

10.7 **DRUG-FREE WORKPLACE.**

10.7.1 Consultant shall comply, and require its Subconsultants to comply, with the City's Drug-Free Workplace requirements, set forth in City Council Policy 100-17, as adopted by City Council Resolution R-277952 and incorporated into this Agreement by this reference. Consultant shall certify, and require its Subconsultants to certify, that it shall provide a drug-free workplace, by submitting to the City a "Consultant Certification for a Drug-Free Workplace" form.

10.7.2 Consultant shall post in a prominent place at the Project site a statement setting forth its drug-free policy, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that shall be taken against employees for violations of the prohibition.

10.7.3 Consultant shall establish a drug-free awareness program to inform employees about each of the following:

- A. The dangers of drug abuse in the workplace;
- B. The policy of maintaining a drug-free workplace;
- C. The availability of drug counseling, rehabilitation, and employee assistance programs; and
- D. The penalties that may be imposed upon employees for drug abuse violations.

- 10.7.4 Consultant shall ensure that all subcontracts in connection with this agreement shall contain language that binds the Subconsultant to comply with the provisions of Section 10.6 of this Agreement, as required by Sections 2A(1) – (3) of City Council Policy 100-17.
- 10.7.5 Consultant, and its Subconsultants, shall be individually responsible for their own drug-free workplace program.
- 10.8 **AMERICANS WITH DISABILITIES ACT.** Consultant shall comply with City Council Policy 100-04, as adopted by City Council Resolution R-282153, relating to the federally-mandated Americans with Disabilities Act [ADA]. Prior to execution of this Agreement, Consultant shall complete, and submit to the City, the "Consultant Certification for Title 24 - ADA Compliance" form. Consultant, and its Subconsultants, shall be individually responsible for their own ADA program.
- 10.9 **STORM WATER POLLUTION PREVENTION.** Consultant shall comply, and require each of its Subconsultants to comply, with the City's Storm Water Management and Discharge Control Ordinance, codified in San Diego Municipal Code sections 43.0301 et seq., in performing its obligations and/or duties under this Agreement.
- 10.10 **EMPLOYMENT OF CITY STAFF.** Pursuant to City Council Policy 300-11, the City may, at its sole discretion, unilaterally and immediately terminate this Agreement if Consultant employs an individual, who, within twelve months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council, the Mayor, or former City Manager in connection with the selection of Consultant for the City's CDBG Program.
- 10.11 **LOBBYING AND POLITICAL ACTIVITIES.**
- 10.11.1 Consultant shall not use, and require its Subconsultants not to use, any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.
- 10.11.2 Consultant acknowledges that funds received for the Project have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.

- 10.11.3 Consultant shall complete and sign a certification form, certifying Consultant's knowledge of, and promise to comply with, each of the provisions set forth in Section 10.11 of this Agreement. This certification shall be a condition precedent to this Agreement and shall be delivered to the City not later than fifteen calendar days of the date of execution of this Agreement by the City and approval by the City Attorney. Consultant shall also require this same certification to be included in all subagreements, subcontracts, subgrants, and cooperative agreements exceeding \$100,000.
- 10.11.4 Consultant shall disclose to the City any funds from any other source which have been paid by Consultant (or its principals or agents), within the last year, to influence or attempt to influence decisions of the federal government, by completing, signing, and submitting to the City, Form LLL, "Disclosure of Lobbying Activities," found at 24 CFR 87, Appendix B.
- 10.11.5 Consultant understands that the duty to disclose lobbying activities is a continuing requirement, and therefore, shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.
- 10.12 **OPERATING MANUAL.** Consultant acknowledges receipt of, and shall comply with, the Operating Manual, including, but not limited to, those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Consultant to the procedures set forth in the Operating Manual must be requested by Consultant, in writing, and approved by the City, in writing, before such changes are implemented.

## **ARTICLE XI – COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS**

- 11.1 **GENERAL.** Consultant shall comply with all applicable federal laws, ordinances, regulations, and permits, including, but not limited to, federal CDBG financial and contractual procedures, as well as OMB Circular Nos. A-87, A-122, and A-110 (with Attachments A, B, C, F, H, N, and O), set forth in 24 CFR 570.502(b). These federal documents are on file at the City's Community Services Division, located at 1200 Third Avenue, Suite 924, San Diego, CA 92101, and are incorporated herein by reference.
- 11.2 **SECTION 3 CLAUSE.** Pursuant to 24 CFR 135 and 12 USC 1701(u) (hereinafter collectively referred to as "Section 3"), sections 11.2.1 through 11.2.6 are included herein as the Section 3 Clause and are binding upon the Parties. Consultant shall document its good faith efforts to comply with the terms and conditions of Section 3, and furnish such documentation to the City, upon request.

- 11.2.1 The work to be performed under this Agreement is on a Project, assisted under a program that provides direct federal financial assistance from HUD, and is subject to the requirements of Section 3. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the project area.
- 11.2.2 The Parties shall comply with the provisions of Section 3, and applicable rules and orders of HUD issued thereunder, prior to the execution of this Agreement. The Parties certify that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 11.2.3 Consultant shall send to each labor organization (or representative of workers) with whom Consultant has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization (or worker's representative) of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 11.2.4 Consultant shall include this Section 3 Clause in every subcontract for work in connection with the Project, and shall take, at the direction of the applicant for (or recipient of) federal financial assistance, appropriate action pursuant to the subcontract, upon a finding that the Subconsultant is in violation of those regulations set forth in 24 CFR 135, and shall not let any subcontract unless the Subconsultant has first provided Consultant with a preliminary statement of ability to comply with the requirements of these regulations.
- 11.2.5 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD, issued thereunder, prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant (or recipient), Consultant, Subconsultants, and any successors and assignees, subject to those sanctions specified by the grant or loan agreement by 24 CFR 135.
- 11.2.6 In order to assist Consultants in their compliance with Section 3, the City has entered into a Memorandum of Understanding [MOU] with the San Diego Workforce Partnership [SDWP]. As part of the MOU, SDWP has agreed to enter into a First Source Hiring Agreement with the City's consultants. Consultant may contact SDWP at 1-888-884-7397 to design an appropriate development plan to assist them in meeting their Section 3 hiring obligations.

- 11.3 **OTHER HUD PROGRAM REQUIREMENTS.** Consultant shall perform its obligations and duties under this Agreement in compliance with all federal laws and regulations described in 24 CFR 570(k), except that:
- A. Consultant does not assume the City's environmental responsibilities described in 24 CFR 570.604; and
  - B. Consultant does not assume the City's responsibility for initiating the review process described in 24 CFR part 52.
- 11.4 **UNIFORM ADMINISTRATIVE REQUIREMENTS.** Consultant shall comply with applicable uniform administrative requirements described in 24 CFR 570.502.
- 11.5 **RELIGIOUS ORGANIZATIONS.** Consultant shall comply with all applicable HUD requirements governing the use of CDBG Funds by religious organizations, set forth in 24 CFR 570.200(j).

**ARTICLE XII – INSURANCE**

**12.1 PREREQUISITES TO COMMENCEMENT OF WORK.**

- 12.1.1 Prior to the execution of this Agreement by the City and approval by the City Attorney, and prior to Consultant's performance of its obligations and/or duties under this Agreement, Consultant shall complete each of the following:
- A. Obtain City approval of each insurance company (or companies), as required in Section 12.2 below;
  - B. Obtain all insurance coverage required in Sections 12.3, 12.4, and 12.5 below;
  - C. Obtain, and provide to the City, insurance certificates (accompanied by all required endorsements) reflecting evidence of all insurance coverage required in Sections 12.3, 12.4, and 12.5 below;
  - D. Confirm that all insurance policies, insurance certificates, and accompanying endorsements contain the specific provisions required in Sections 12.3, 12.4, and 12.5 below.
- 12.1.2 Consultant shall not allow any Subconsultant to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the Subconsultant (as described in Sections 12.3, 12.4, 12.5, and 16.4.1 below) has been obtained.

12.2 **INSURANCE COMPANIES.** All insurance coverage required in Sections 12.3, 12.4, and 12.5 below shall be carried only by insurers that have been rated "A-" and "VI," or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

12.3 **COMMERCIAL GENERAL LIABILITY INSURANCE.**

12.3.1 At all times during the term of this Agreement, Consultant, at its own expense, shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.

12.3.2 The policy shall expressly provide that:

- A. All defense costs shall be outside the limits of the policy;
- B. The policy cannot be canceled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

12.3.3 The policy shall be endorsed to expressly provide that:

- A. The City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds;
- B. The policy is primary and non-contributory to any insurance that may be carried by the City.

12.3.4 There shall be no endorsement or modification of the policy limiting the scope of coverage for insured vs. insured claims, or for contractual liability.

12.4 **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

12.4.1 At all times during the term of this Agreement, Consultant, at its own expense, shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Consultant's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this form, or an

equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence.

12.4.2 The policy shall expressly provide that the policy cannot be canceled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail

12.4.3 The policy shall be endorsed to expressly provide that the City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

**12.5 WORKERS' COMPENSATION INSURANCE.**

12.5.1 At all times during the term of this Agreement, Consultant, at its own expense, shall maintain, in full force and effect, Workers' Compensation Insurance for all of Consultant's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.

12.5.2 The policy shall expressly provide that the policy cannot be canceled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail

12.5.3 The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, its elected officials, officers, agents, employees, and representatives.

**12.6 CITY'S RIGHT TO REQUEST AND REVIEW CONSULTANT'S INSURANCE POLICIES.** The City reserves its right to review, at any time, Consultant's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Consultant shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Consultant shall comply with any such amendment.

**12.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Consultant, and shall be referenced on the insurance certificates provided to the City.

**12.8 CONSULTANT'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Consultant's liability, including, but not limited to, Consultant's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.

- 12.9 **MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.**  
Consultant shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- 12.10 **ADDITIONAL INSURANCE.** Consultant may obtain additional insurance not required by this Agreement.
- 12.11 **REQUIREMENT TO MAINTAIN INSURANCE COVERAGE.** Consultant's maintenance of the insurance coverage required in Sections 12.3, 12.4, and 12.5 above is a material provision of this Agreement. Any failure by Consultant to maintain or renew such coverage, or to provide the City evidence of renewal, during the term of this Agreement, shall constitute a material breach of Contract.

**ARTICLE XIII – SUSPENSION AND TERMINATION**

**13.1 SUSPENSION.**

13.1.1 The City may, at its sole discretion and for its convenience, suspend all, or any portion of, Consultant's performance of the professional services described in the Scope of Services, for a reasonable period of time, but in no event, to exceed six months. In accordance with the provisions of this Agreement, the City shall give written notice to Consultant of such suspension. Upon Consultant's receipt of the written notice, Consultant shall immediately cease its performance of the professional services under this Agreement. In such event, the City shall pay Consultant a sum equivalent to the reasonable value of the professional services performed by Consultant up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of the rescission to Consultant. The City may then require Consultant to resume performance of the professional services in compliance with the terms and conditions of this Agreement, provided, however, that Consultant is entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to, in writing, by the Parties.

13.1.2 Other provisions of this Agreement notwithstanding, if Consultant fails to comply with this Agreement, the City's remedies include, but are not limited to, each of the following:

- A. Suspending one or more payments to Consultant, pending correction of the activity or action not in compliance;
- B. Disallowing funds for all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspending the current award for the Project; and
- D. Terminating the current award for the Project.

13.1.3 If the City notifies Consultant that the City has suspended payments or disallowed funds, or that the City has partly suspended the current award for the Project, Consultant shall immediately cease its performance of those professional services (and the expenditure of any funds) related to, or connected with, any area of controversy or conflict that resulted in the suspension, disallowance, or partial suspension of funding. If the City wholly suspends or terminates the current award for the Project, Consultant shall immediately cease its performance of the professional services described in the Scope of Services, and its expenditure of CDBG Funds.

13.2 **TERMINATION OF AGREEMENT.**

13.2.1 Notwithstanding the term of this Agreement as specified in Section 3.1 above, the City or Consultant may terminate this Agreement at any time, after providing written notice to the other party at least thirty calendar days prior to the effective date of termination.

13.2.2 The City, at its sole discretion, may immediately terminate this agreement (or suspend payments) for reasons including, but not limited to, each of the following:

- A. Consultant fails to comply with any of the terms or conditions of this Agreement;
- B. Consultant makes material misrepresentations in regard to information furnished to the City pursuant to this Agreement, regardless of whether Consultant had knowledge or intent with respect to the misrepresentation;
- C. Consultant takes any action concerning the Project that required approval by the City, without obtaining such approval;
- D. Consultant becomes subject to pending litigation with respect to the performance of its duties and obligations under this Agreement, including any court action or proceeding, which may jeopardize or adversely affect the understanding of, and carrying out of, the Project;
- E. Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors;
- F. Consultant fails to submit any report and supporting documentation on the date specified by the City;

- G. Any or all of the CDBG Funds allocated to the City by HUD are suspended or terminated; and/or
- H. Consultant is unable or unwilling to comply with any additional terms or conditions concerning the Project that may be required by newly enacted federal laws, or changes in federal rules, regulations, or other directives.
- 13.2.3 The City may terminate this Agreement if Consultant materially fails to comply with any term of the award and may terminate the award for convenience, pursuant to 24 CFR 85.43 and 85.44.
- 13.2.4 The City's termination of this agreement shall terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of the City enumerated in this Article are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Article otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against Consultant.
- 13.2.5 In the event this Agreement is terminated for any reason, Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of Consultant's performance of its obligations and duties under this Agreement. For services rendered in completing the work, Consultant shall be entitled to fair and reasonable compensation for the professional services performed by Consultant before the effective date of termination. After filing of documents and completion of performance, Consultant shall deliver to the City all data and records (including, but not limited to, all documents and/or work product) prepared and/or completed directly in connection with, or related to, Consultant's performance under this Agreement. By accepting payment for completion, as well as filing and delivering documents as called for in this Section, Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement
- 13.2.6 Upon the expiration or termination of this Agreement, Consultant shall transfer to the City any CDBG Funds on hand at the time of the expiration or termination, and any accounts receivable attributable to the use of CDBG Funds. Consultant shall comply with the requirements of 24 CFR 570.503(b)(7) with regard to the use of any real property under Consultant's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000.

**ARTICLE XIV – INFORMAL DISPUTE RESOLUTION;  
ATTORNEY’S FEES; MANDATORY ASSISTANCE**

- 14.1 **INFORMAL DISPUTE RESOLUTION.** If the City and Consultant have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provision contained herein, they shall first attempt to resolve such dispute by informal discussion between their respective representatives. Within five calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice to the other party of the existence of the dispute and the need to meet informally to resolve such dispute. The Parties shall endeavor thereafter to meet within five calendar days of the second party’s receipt of such notice, or at such time thereafter as is reasonable under the circumstances.
- 14.2 **ATTORNEY’S FEES.** If either party brings any action or proceeding to enforce, protect, or establish any right or remedy arising out of, or based upon, this Agreement, including, but not limited to, the recovery of damages for its breach, the prevailing party in the action or proceeding shall be entitled to recovery of its costs and reasonable attorney’s fees, in addition to any other award made in such action or proceeding.
- 14.3 **MANDATORY ASSISTANCE.**
- 14.3.1 If a third party dispute or litigation, or both, arises out of, or relates in any way to, the professional services provided under this Agreement, upon the City’s request, Consultant, its agents, officers, and employees shall assist the City in resolving the dispute or litigation. Consultant’s assistance to the City, hereinafter referred to as “Mandatory Assistance,” includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials, and/or any event related to the dispute resolution and/or litigation.
- 14.3.2 The City shall compensate Consultant for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Consultant, its agents, officers, and/or employees, Consultant shall reimburse the City for all fees paid to Consultant, its agents, officers, and/or employees for Mandatory Assistance.
- 14.3.3 In providing the City with Mandatory Assistance, Consultant, its agents, officers, and/or employees may incur expenses and/or costs. Any attorney’s fees Consultant may incur as a result of providing Mandatory Assistance are not reimbursable. This provision does not in any way affect the Parties’ rights to seek attorney’s fees under Section 14.2 above.

**ARTICLE XV – INDEMNIFICATION**

- 15.1 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** With respect to any liability, including, but not limited to, claims asserted, or costs, losses, attorney's fees, or payments for injury to any person or property, caused, or claimed to be caused, by the acts or omissions of Consultant, its officers, agents, employees, and/or representatives arising out of any services performed under this Agreement, Consultant shall defend, indemnify, protect, and hold harmless the City, its elected officials, officers, agents, employees, and representatives from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by, the passive negligent acts or omissions of the City, its elected officials, officers, agents, employees, and/or representatives, which may be in combination with the active or passive negligent acts or omissions of Consultant, its officers, agents, employees, and/or representatives, or any third party. Consultant's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence, or willful misconduct of the City, its elected officials, officers, agents, employees, and/or representatives.
- 15.2 **INDEMNIFICATION FOR PROFESSIONAL SERVICES.** As to Consultant's professional obligations, work, and/or services rendered in connection with the Project, Consultant shall indemnify and hold harmless the City, its elected officials, officers, agents, employees, and representatives, from and against any and all liability, claims, costs, and damages, including, but not limited to, attorney fees, losses, or payments for injury to any person or property, caused, directly or indirectly, from the negligent acts, errors, or omissions of Consultant, its officers, agents, employees, and/or representatives.
- 15.3 **Enforcement Costs.** Consultant shall pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section 15.1 above, and the indemnity provision in Section 15.2 above.

**ARTICLE XVI - SUBCONSULTANTS**

- 16.1 **APPROVAL BY CITY.** Consultant shall not hire or retain any Subconsultant to perform any part of Consultant's obligations and/or duties under this Agreement without first obtaining prior written approval by the City. Consultant shall provide the City with copies of any and all subcontracts entered into in connection with this Agreement.
- 16.2 **SUBCONSULTANTS LIST.** On or before the effective date of this Agreement, Consultant shall provide the City a completed "Subconsultants List," listing the names of all Subconsultants it intends to hire or retain in connection with this Agreement.
- 16.3 **ADDITIONAL SUBCONSULTANTS.** If, during the term of this Agreement, Consultant identifies a need for additional Subconsultant services, Consultant shall provide written notice to the City of such need, at least forty-five calendar

days before entering into any agreement for Subconsultant services. Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant services. Consultant may request that the City reduce the forty-five day notice period, and the City shall consider such requests in good faith. Any request by Consultant to add or substitute the name of any Subconsultant on the Subconsultant List shall be forwarded to the City's EOCP.

- 16.4 **SUBCONTRACTS.** All contracts entered into between Consultant and any Subconsultant in connection with this Agreement shall contain the information described in Sections 8.1, 8.2, 8.3, 8.4, 10.1, 10.3, 10.4, 10.6, 10.7, 10.9, 10.11, and 11.2 above, and shall also provide as follows:
- 16.4.1 Subconsultant shall obtain all insurance coverage required in Sections 12.3, 12.4, and 12.5 of the City's Agreement with Consultant, and shall maintain, in full force and effect, such insurance coverage during any and all work on the Project and for the duration of the City's Agreement with Consultant.
- 16.4.2 Consultant shall pay Subconsultant out of those amounts paid to Consultant by the City. Any amount must be previously approved by the City and Consultant, and paid to Subconsultant within fifteen calendar days from the date Consultant receives payment from the City. Nothing in this provision shall be construed to impair the right of Consultant and Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.
- 16.4.3 In the event of a deficiency in the performance of Subconsultant services, Consultant shall notify the City, in writing, of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause (under the terms of the subcontract) for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subconsultant must take in order to receive the amount withheld. Once Subconsultant corrects the deficiency, Consultant shall pay Subconsultant the amount withheld within fifteen calendar days of Consultant's receipt of the City's next payment.
- 16.4.4 In any dispute between Consultant and Subconsultant pertaining to City's Agreement with Consultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Consultant shall defend and indemnify the City (as described in Section 15.1 of City's Agreement with Consultant) in any dispute between Consultant and Subconsultant, should the City be made a party to any judicial or administrative proceeding to resolve the dispute.

- 16.5 **CONTRACT ACTIVITY REPORT.** Consultant shall submit statistical information to the City, as requested in the City's "Contract Activity Report." The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. Consultant shall also provide an invoice from each Subconsultant listed in the report. Consultant shall issue payment to each firm listed in the Report within fifteen calendar days of receiving payment from the City for Subconsultant services, as described in Section 16.4.2 above.
- 16.6 **PROHIBITION ON USE OF CERTAIN SUBCONSULTANTS.** Consultant shall not use CDBG Funds directly or indirectly in its operations, or employ, award any contract to, or otherwise engage the services of, or fund any Subconsultant during any period of federal, state, or local debarment, suspension, or ineligibility, when Consultant has been noticed of such debarment, suspension, or ineligibility.

**ARTICLE XVII – NOTICE**

- 17.1 In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.
- 17.2 For the purposes of this Agreement, unless otherwise modified by written amendment to this Agreement, notice to the City shall be addressed to:

City of San Diego  
Attn: Community Services Division  
1200 Third Avenue, Suite 924  
San Diego, CA 92101

Notice to Consultant shall be addressed to:

URS Corporation  
1615 Murray Canyon Road, Suite 1000  
San Diego, CA 92109

**ARTICLE XVIII – CONFIDENTIALITY OF INFORMATION AND PROFESSIONAL SERVICES**

- 18.1 All information provided by the City to Consultant in connection with this Agreement is for the sole use of Consultant. Consultant shall not release any of this information to any third party, without the prior written consent of the City.
- 18.2 All professional services performed by Consultant, including, but not limited to, all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents, and employees. Except for Subconsultants covered by Article

XVI, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

- 18.3 Sections 18.1 and 18.2 do not apply to information that:
- A. Was publicly known, or otherwise known to Consultant, at the time the information was provided to Consultant by the City;
  - B. Subsequently becomes publicly known, through no act or omission of Consultant;
  - C. Becomes known to Consultant from a source or means other than the City; or
  - D. Is considered a "public record," pursuant to the California Public Records Act (California Government Code sections 6250 et seq.).

**ARTICLE XIX – PRODUCT ENDORSEMENT**

- 19.1 Consultant shall comply with the provisions of City Administrative Regulation 95.65, regarding product endorsements. Consultant shall not create any advertisement or writing that identifies or refers to the City as the user of a product or service, without first obtaining the written approval of the City.

**ARTICLE XX – MISCELLANEOUS PROVISIONS**

- 20.1 **MUNICIPAL POWERS.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 20.2 **GOVERNING LAW.** The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California. In addition, the terms and conditions of this Agreement are subject to HUD rules and regulations in effect on the effective date of this Agreement. Any newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by the City.
- 20.3 **JURISDICTION AND VENUE.** The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement, subject to the requirements of Article XIV above.
- 20.4 **INTEGRATED AGREEMENT.** This Agreement, and the Exhibits and references incorporated into this Agreement, fully express all understandings of the Parties concerning the matters covered in this Agreement. All prior negotiations and agreements are merged into this Agreement.

- 20.5 **CHANGES OR AMENDMENTS TO AGREEMENT.** Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only as follows:
- A. A change to any of the terms or conditions of this Agreement, that does not affect the total compensation herein, shall be accomplished by a written amendment to the Agreement, signed by the authorized representatives of the City and Consultant;
  - B. A change which affects the total compensation specified under this Agreement, shall be accomplished by a written amendment to this Agreement, provided that:
    - 1. If the change results in a total compensation to Consultant of \$250,000 or more, then such amendment must be approved by the City Council, and signed by the authorized representatives of the City and Consultant; or
    - 2. If the change results in a total compensation to Consultant of less than \$250,000, then such amendment shall be signed by the authorized representatives of the City and Consultant.
- 20.6 **COVENANTS AND CONDITIONS.** All provisions herein, expressed as either covenants or conditions on the part of the City or Consultant to be performed or observed, shall be deemed to be both covenants and conditions.
- 20.7 **NO WAIVER.** No failure of either the City or Consultant to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.
- 20.8 **SUCCESSORS IN INTEREST.** This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.
- 20.9 **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

- 20.10 **CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
- 20.11 **DRAFTING AMBIGUITIES.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.
- 20.12 **SIGNING AUTHORITY.** The representative for each party signing on behalf of a corporation, partnership, joint venture, or governmental entity declares that he or she has obtained actual authority to sign on behalf of the corporation, partnership, joint venture, or entity, and shall hold the other party or parties hereto harmless if it is later determined that such authority does not exist.
- 20.13 **COUNTERPARTS.** This Agreement may be executed in counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had executed the same page.
- 20.14 **HEADINGS.** All headings in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.
- 20.15 **EXHIBITS INCORPORATED.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

000408

20.16 **CONSULTANT PERFORMANCE EVALUATION.** The City shall evaluate Consultant's performance of professional services on the Project, using the "Consultant Performance Evaluation" form.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through the Mayor, pursuant to Ordinance No. O-\_\_\_\_\_, authorizing such execution, and by Consultant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

THE CITY OF SAN DIEGO

By \_\_\_\_\_  
W. Downs Prior  
Acting Principal Contract Specialist

I HEREBY CERTIFY that I can legally bind URS Corporation, dba URS Corporation Americas, and that I have read all of this Agreement this 18<sup>th</sup> day of January, 2007.

By Stephen Brinigar  
Stephen C. Brinigar, P.E.  
Office Manager

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_  
Michael D. Neumeyer  
Deputy City Attorney

## Scope of Services

- 1. Meetings:** The City's Community Services Division will schedule a series of Neil Good Day Center [NGDC] Advisory Committee meetings during the term of this Agreement at a location(s) and time(s) to be determined by the City, at which stakeholders and the general public may attend. A stakeholder is defined as anyone who has an interest in, or is impacted by, the NGDC, located at 299 17th Street, San Diego, CA 92101. At the first of these meetings, which will occur within one week of the date this Agreement is executed by the Parties and approved by the City Attorney, the City will distribute a copy of this Agreement to the stakeholders. In addition, the City will make available a copy of this Agreement to any member of the general public, upon request.

Two members of Consultant's staff shall attend all NGDC Advisory Committee meetings during the term of this Agreement to provide briefings on the Community Benefit Impact Study [CBIS] process and to obtain feedback from stakeholders and the general public. In addition, at each of these meetings, Consultant shall collect all comments submitted by stakeholders and the general public. These comments shall be included in the CBIS to be prepared by Consultant.

- 2. Study Area:** The study area for the CBIS [Study Area] includes a one mile radius of NGDC which extends south to the Coronado Bridge, north to Pershing Drive, East to 29th Street, and west to the Convention Center. This radius captures the northern portion of Council District 8 and stops at the Coronado Bridge. Consultant shall conduct representative surveys for the 1/3 mile radius, 2/3 mile radius, and 1 mile radius, with the focus being on the 1/3 mile radius.
- 3. Existing Data Collection:** The City will collect and provide to Consultant all existing relevant studies and data for Consultant's review, that will include, but not be limited to, each of the following:
  - NGDC Outreach monthly data and law enforcement support call reports;
  - the original CEQA document prepared for the development of the NGDC;
  - Homeless Advisory Committee reports, minutes, and data;
  - Draft City Plan to End Chronic Homelessness;
  - Downtown Community Plan Update; and
  - crime data.

Consultant shall obtain current GIS layers for the Study Area to include, but not be limited to, land use, homeless service provider locations, specific business locations, residential uses (parcel data), community nodes (schools, parks, shopping areas, entertainment venues), parking lots, and transportation for inclusion in the CBIS.

4. **Business Survey:** Consultant shall prepare a survey and conduct a minimum of 30 telephone interviews of businesses in the Study Area. These businesses shall be categorized by size, type, and location. Businesses known to attract members of the homeless population shall specifically be identified for interview.
5. **Resident and Community Surveys:**
  - Consultant shall prepare a survey instrument and interview by telephone the owners or managers of a minimum of 10 homeowners associations, condominium complexes, and/or apartment complexes in the Study Area.
  - Consultant shall prepare a survey instrument for an intercept survey. Consultant shall conduct the intercept survey at selected locations in the Study Area where there is the potential for the NGDC to have an impact on residents. The duration of each survey shall not exceed 3 minutes. Consultant shall obtain a minimum of 150 completed intercept surveys.
  - Consultant shall prepare a survey instrument and interview the appropriate administrator from all educational facilities within the Study Area where children are present or involved. Such facilities include elementary and secondary public and private schools licensed by the State of California, as well as day care centers licensed by the State of California.
6. **NGDC Client Survey:** Consultant shall prepare a survey instrument and interview a minimum of 50 homeless individuals who make use of the NGDC. Each survey shall take place at the NGDC, be conducted face to face, and be 3 minutes or less in duration.
7. **Homeless Support Service Providers Survey:** Consultant shall prepare a survey instrument and interview of a minimum of 10 homeless support service providers in the Study Area to obtain community benefit and impact information.
8. **Stakeholders and Key Respondents Surveys:** Consultant shall prepare group specific survey instruments and interview the following stakeholders associated with the NGDC (either by telephone or face to face, except as provided):
  - law enforcement personnel who are familiar with the issues in the Study Area and/or who are responsible for patrolling the Study Area;

- professional planners and other professional government staff (e.g., from the City, County of San Diego, and SANDAG) who have specific knowledge of the Study Area, addressing potential impacts related to, but not limited to, transportation, parking, aesthetics, public health, and emergency services; and
  - NGDC staff (face to face at the NGDC).
9. **Field Observations:** Consultant shall make observations of the following in the Study Area at various times of the day and on various days of the week:
- graffiti and litter;
  - the presence of homeless persons and others on the streets and/or congregating near commercial, retail, residential, and/or public facilities;
  - public safety issues; and
  - public health concerns.
10. **Status Reports:** Consultant shall prepare and submit to the City monthly status reports, providing an update as to Consultant's progress on the CBIS.
11. **Existing Conditions Analysis:** Consultant shall prepare and submit to the City an Existing Conditions Analysis of the Study Area to include each of the following:
- a demographic and socio-economic description of the Study Area;
  - survey results; and
  - field observations.

This Analysis shall contain CBIS Chapters 1-3. See Attachment 1.

12. **Draft CBIS:** Consultant shall prepare and submit to the City a Draft CBIS, containing CBIS Chapters 1-6. See Attachment 1.
13. **Final CBIS:** Consultant shall prepare and submit to the City a Final CBIS, containing CBIS Chapters 1-6. See Attachment 1.
14. **Presentation of Final CBIS:** Consultant shall conduct two formal presentations, presenting the Final CBIS and its findings to the community and to the City's Planning Commission.
15. **Time Schedule:** Consultant shall complete items 1-14 (above) within six months from the date this Agreement is executed by the Parties and approved by the City Attorney. See Exhibit C.

**Attachment 1  
CBIS Table of Contents**

- 1. EXECUTIVE SUMMARY**
  - 1.1 Summary of Project Impacts
    - 1.1.1 Beneficial Impacts
    - 1.1.2 Impacts
    - 1.1.3 Recommended Mitigation Measures
- 2. INTRODUCTION**
  - 2.1 Neil Good Day Center
  - 2.2 Project Area
  - 2.3 Public Attitudes and Involvement
- 3. AFFECTED ENVIRONMENT**
  - 3.1 Land Use and Planning
    - 3.1.1 Existing Land Use Patterns
    - 3.1.2 Existing Zoning
    - 3.1.3 Adopted Land Use Plans
    - 3.1.4 Future Conditions
  - 3.2 Population and Demographic Characteristics
    - 3.2.1 County of San Diego
    - 3.2.2 City of San Diego
    - 3.2.3 Project Area Demographic Characteristics
    - 3.2.4 Economic Base
  - 3.3 Stakeholder Profiles
    - 3.3.1 Homeless Population
    - 3.3.2 Businesses
    - 3.3.3 Residents
    - 3.3.4 Homeless Support Service Providers
    - 3.3.5 Local Governments
  - 3.4 Public Facilities and Services
    - 3.4.1 Homeless Support Facilities
    - 3.4.2 Educational Facilities
    - 3.4.3 Fire Services
    - 3.4.3 Emergency Services
    - 3.4.5 Police and Sheriff Services
    - 3.4.6 Public Transportation

000414

**4. IMPACTS**

- 4.1 Property Impacts
- 4.2 Business Impacts
- 4.3 Economic Impacts
- 4.4 Social Impacts
- 4.5 Public Health and Safety Impacts
- 4.6 Aesthetic Impacts
- 4.7 Parking Impacts
- 4.8 Access and Circulation Impacts

**5. MITIGATION MEASURES**

**6. LIST OF PREPARERS**

000415

**EXHIBIT B  
PROJECT BUDGET**

STAFF CATEGORY or NAME	RATE	Task #: 01000		Task #: 02000		Task #: 03000		SUBTOTAL	
		Methodology		Meetings and Presentations (6 mtgs./2 present.)		Existing Data Collection			
		Hours	Amt	Hours	Amt	Hours	Amt	Hours	Amt
Vice President/Program Director	\$175	8.0	\$1,400	0.0	\$0	0.0	\$0	8	\$1,400
Project Eng, Sci, Geologist, Planner	\$90	40.0	\$3,600	80.0	\$7,200	32.0	\$2,880	152	\$13,680
Drafter/Illustrator	\$58	16.0	\$928	10.0	\$580	16.0	\$928	42	\$2,436
Clerk	\$48	0.0	\$0	12.0	\$576	0.0	\$0	12	\$576
<b>URS Labor Compensation Subtotals</b>		<b>64.0</b>	<b>\$5,928</b>	<b>102.0</b>	<b>\$8,356</b>	<b>48.0</b>	<b>\$3,808</b>	<b>214</b>	<b>\$18,092</b>
<b>OTHER DIRECT COSTS (ODC's)</b>									
ITEM	RATE	Units	Amt	Units	Amt	Units	Amt	Units	Amt
55020 Reproduction - Internl									
Black & White	\$0.10	0.0	\$0	800.0	\$80	0.0	\$0	800	\$80
Oversized Black & White	\$2.75	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0
Color	\$1.50	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0
Color Boards/Plots	\$50.00	0.0	\$0	4.0	\$200	0.0	\$0	4	\$200
<b>Subtotals</b>		<b>0.0</b>	<b>\$0</b>	<b>804</b>	<b>\$280</b>	<b>0</b>	<b>\$0</b>	<b>804</b>	<b>\$280</b>
<b>ODC Compensation Subtotal</b>			<b>\$0</b>		<b>\$42</b>		<b>\$0</b>		<b>\$42</b>
<b>SUBTOTAL 1</b>									<b>\$18,414</b>

NOTE: Of the URS Labor Costs, 23.89% of each budget element/task will be completed by subcontractors (Rca and Parker)

000416

URS LABOR COSTS:		Task #: 04000	Task #: 05000 a	Task #: 05000 b	Task #: 05000 c	Task #: 05000 d	SUBTOTAL						
STAFF CATEGORY or NAME	RATE	Business Survey (30 Businesses)	Residential and Community Surveys (150 Surveys/ 10 Interviews)	NDGC Clients Survey (50 Surveys)	Homeless Support Service Providers Survey (10 Surveys)	Stakeholders and Key Respondents Surveys							
		Hours Amt	Hours Amt	Hours Amt	Hours Comp.	Hours Amt	Hours Amt						
Project Eng, Sci, Geologist, Planner	\$90	4.0 \$360	14.0 \$1,260	4.0 \$360	4.0 \$360	16.0 \$1,440	42	\$3,780					
Senior Eng, Sci, Geologist, Planner	\$80	45.0 \$3,600	225.0 \$18,000	75.0 \$6,000	10.0 \$800	0.0 \$0	355	\$28,400					
Drafter/Illustrator	\$58	4.0 \$232	4.0 \$232	0.0 \$0	4.0 \$232	0.0 \$0	12	\$696					
Project Assistant/Word Processor	\$54	4.0 \$216	4.0 \$216	4.0 \$216	4.0 \$216	4.0 \$216	20	\$1,080					
URS Labor Compensation Subtotals		57.0 \$4,408	247.0 \$19,708	83.0 \$6,576	22.0 \$1,608	20.0 \$1,656	429	\$33,956					
OTHER DIRECT COSTS (ODC's)													
ITEM	RATE	Units Amt	Units Amt	Units Amt	Units Comp.	Units Comp.	Units Amt	Amt					
55020 Reproduction - Internl													
Black & White	\$0.10	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0	\$0					
Oversized Black & White	\$2.75	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0	\$0					
Color	\$1.50	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0	\$0					
Color Boards/Plots	\$50.00	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0.0 \$0	0	\$0					
Subtotal		0.0 \$0	0 \$0	0 \$0	0 \$0	0 \$0	0	\$0					
ODC Compensation Subtotal			\$0		\$0		\$0	\$0					
<b>SUBTOTAL 2</b>								<b>\$33,956</b>					

NOTE: Of the URS Labor Costs, 23.89% of each budget element/task will be completed by subcontractors (Rea and Parker)

000417

URS LABOR COSTS:		Task #: 06000		Task #: 07000		Task #: 08000a		Task #: 08000b		Task #: 09000		SUBTOTAL	
STAFF CATEGORY or NAME	RATE	Field Observations		Existing Conditions Analysis		Draft CBIS		Final CBIS		Project Management		Hours	Amt
		Hours	Amt	Hours	Amt	Hours	Amt	Hours	Amt	Hours	Amt		
Vice President/Program Director	\$175	0.0	\$0	4.0	\$700	8.0	\$1,400	8.0	\$1,400	0.0	\$0	20	\$3,500
Project Eng, Sci, Geologist, Planner	\$90	0.0	\$0	20.0	\$1,800	60.0	\$5,400	28.0	\$2,520	48.0	\$4,320	156	\$14,040
Senior Eng, Sci, Geologist, Planner	\$80	20.0	\$1,600	40.0	\$3,200	120.0	\$9,600	40.0	\$3,200	0.0	\$0	220	\$17,600
Engineer, Scientist, Geologist, Planner	\$67	55.0	\$3,685	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	55	\$3,685
Senior Drafter/Illustrator	\$83	0.0	\$0	0.0	\$0	16.0	\$1,328	8.0	\$664	0.0	\$0	24	\$1,992
Drafter/Illustrator	\$58	16.0	\$928	16.0	\$928	16.0	\$928	8.0	\$464	0.0	\$0	56	\$3,248
Project Assistant/Word Processor	\$54	0.0	\$0	8.0	\$432	14.0	\$756	8.0	\$432	0.0	\$0	30	\$1,620
Clerk	\$48	0.0	\$0	2.0	\$96	8.0	\$384	4.0	\$192	0.0	\$0	14	\$672
<b>URS Labor Compensation Subtotals</b>		<b>91.0</b>	<b>\$6,213</b>	<b>90.0</b>	<b>\$7,156</b>	<b>242.0</b>	<b>\$19,796</b>	<b>104.0</b>	<b>\$8,872</b>	<b>48.0</b>	<b>\$4,320</b>	<b>575</b>	<b>\$46,357</b>
<b>OTHER DIRECT EXPENSES (ODC's)</b>													
ITEM	RATE	Units	Amt	Units	Amt	Units	Amt	Units	Comp.	Units	Comp.	Units	Amt
55020 Reproduction - Internl													
Black & White	\$0.10	0.0	\$0	0.0	\$0	1920.0	\$192	2400.0	\$240	0.0	\$0	4,320	\$432
Oversized Black & White	\$2.75	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0
Color	\$1.50	0.0	\$0	0.0	\$0	200.0	\$300	250.0	\$375	0.0	\$0	450	\$675
Color Boards/Plots	\$50.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0
<b>Subtotal</b>		<b>0.0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>2,120</b>	<b>\$492</b>	<b>2,650</b>	<b>\$615</b>	<b>0</b>	<b>\$0</b>	<b>4,770</b>	<b>\$1,107</b>
<b>ODC Compensation Subtotal</b>			<b>\$0</b>		<b>\$0</b>		<b>\$74</b>		<b>\$92</b>		<b>\$0</b>		<b>\$166</b>
<b>SUBTOTAL 3</b>												<b>\$47,630</b>	

NOTE: Of the URS Labor Costs, 23.89% of each budget element/task will be completed by subcontractors (Rea and Parker)

000418

<i>URS LABOR COSTS:</i>		<b>GRAND TOTAL</b>	
<b>STAFF CATEGORY or NAME</b>	<b>RATE</b>	<b>Hours</b>	<b>Amount</b>
Vice President/Program Director	\$175	28	\$4,900
Project Eng, Sci, Geologist, Planner	\$90	350	\$31,500
Senior Eng, Sci, Geologist, Planner	\$80	575	\$46,000
Engineer, Scientist, Geologist, Planner	\$67	55	\$3,685
Senior Drafter/Illustrator	\$83	24	\$1,992
Drafter/Illustrator	\$58	110	\$6,380
Project Assistant/Word Processor	\$54	50	\$2,700
Clerk	\$48	26	\$1,248
<b>URS Labor Compensation Subtotals</b>		<b>1,218</b>	<b>\$98,405</b>
<b>OTHER DIRECT COSTS (ODC's)</b>			
<b>ITEM</b>	<b>RATE</b>	<b>Units</b>	<b>Amount</b>
55020 Reproduction - Internl			
Black & White	\$0.10	5,120	\$512
Oversized Black & White	\$2.75	0	\$0
Color	\$1.50	450	\$675
Color Boards/Plots	\$50.00	4	\$200
<b>Subtotal</b>		<b>5,574</b>	<b>\$1,387</b>
<b>ODC Compensation Subtotal</b>			<b>\$208</b>
<b>GRAND TOTAL</b>			<b>\$100,000</b>

NOTE: Of the URS Labor Costs, 23.89% of each budget element/task will be completed by subcontractors (Rea and Parker)

## TIME SCHEDULE

The following Time Schedule is based on calendar days, with each deadline for completion measured from the date this Agreement is executed by the Parties and approved by the City Attorney.

<u>Task</u>	<u>Deadline for Completion</u>
1. Stakeholder Meeting	7 Days
2. Existing Data Collection	14 Days
3. Survey Development	14 Days
4. Government Comments	21 Days
5. Survey Refinement	30 Days
6. Stakeholder Interviews:	
Businesses	60 Days
Residents and Community	60 Days
NGDC Clients	60 Days
Homeless Support Service Providers	60 Days
Stakeholders and Key Respondents	60 Days
7. Field Observations	75 Days
8. Existing Conditions Analysis	90 Days
9. Government/Stakeholder Review	110 Days
10. Draft CBIS Submittal	150 Days
11. Government/Stakeholder Review	170 Days
12. Final CBIS Submittal	177 Days
13. Presentation of Final CBIS	180 Days

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment .....1  
 II. Nondiscrimination in Contracting Ordinance.....1  
 III. Equal Employment Opportunity. ....2  
 IV. Equal Opportunity Contracting. ....4  
 V. Demonstrated Commitment to Equal Opportunity. ....4  
 VI. List of Subconsultants.....5  
 VII. Definitions. ....5  
 VIII. Certification .....6  
 IX. List of Attachments .....6

1. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

2. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. **Contract Language.** The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. **Compliance Investigations.** Upon the City's request, Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.
3. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
1. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
  2. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
    1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
    2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
    3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
    4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
    5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
    6. The Consultant documents and maintains a record of all bid solicitations and

- outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
  8. The Consultant disseminates its EEO Policy to union and community organizations;
  9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
  10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
  11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
  12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
  13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
  14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
  15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
  16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
  17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and

18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.
4. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.
  1. Subconsultant Participation Level
    1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
    2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.
  2. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.
5. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.
  1. Proposers are required to submit the following information with their proposals:
    1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
    2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. **Equal Opportunity Employment.** Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. **Community Activities.** Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

**B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:**

1. **Outreach Efforts.** Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. **Past Participation Levels.** Proposer's subconsultant participation levels achieved on all private and public projects within the past three years.
3. **Equal Opportunity Employment.** Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. **Community Activities.** Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

**A. Subconsultants List.** The *Subconsultant List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
2. **Commitment Letters.** Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** **Certified Minority Business Enterprise (MBE)** means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

**Certified Women Business Enterprise (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

**Certified Disadvantaged Business Enterprise (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

**Certified Disabled Veteran Business Enterprise (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

**Other Business Enterprise (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**VIII. Certification.**

2. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
  1. Current certification by the City of San Diego as MBE, WBE, or DBE;
  2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
  3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
3. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

**IX. List of Attachments**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*

000426



THE CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
1010 SECOND AVENUE SUITE 500 SAN DIEGO, CA 92101  
PHONE: (619) 533-4464 FAX: (619) 533-4474.

**WORK FORCE REPORT**

The objective of the Equal Employment Opportunity Outreach Program is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

Type of Contractor:                     Construction             Vendor/Supplier             Financial Institution             Lessee/Lessor  
    Consultant                 Grant Recipient             Insurance Company             Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

For Firm's:    San Diego Work Force and/or    Managing Office Work Force

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

(County)

(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of \_\_\_\_\_,

20\_\_\_\_.

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT - Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

**INSTRUCTIONS:** For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

\*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														





000430

EXHIBIT E

AMERICANS WITH DISABILITY ACT

SUBJECT: AMERICANS WITH DISABILITIES ACT/CITY CONTRACTORS  
POLICY NO.: 100-04  
EFFECTIVE DATE: June 14, 1993

BACKGROUND:

The issue of accessibility, both architecturally and programmatically by people with disabilities, to public and private entities has been addressed by Section 504 of the Rehabilitation Act of 1973, and most recently by the Americans with Disabilities Act (ADA) of 1990. This broad reaching legislation addresses the right of people with disabilities to obtain equal access to services, programs, buildings, facilities, and employment.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing compliance with the ADA in the workplace. It is the purpose of this policy to establish the requirement that all City contractors, including but not limited to construction contracts, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the ADA.

POLICY:

Section 1. Definitions

- A. "Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.
- B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. "Contractor" means any person or entity who enters into an agreement with the City for the construction of capital improvements or the provision of goods or services. Contractor shall include, but not be limited to consultants, grantees, lessees and vendors.

Section 2. City Contractor Requirements

- A. Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

1. Title I. Employment Mandates

"No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment."

2. Title II. State and Local Government

“No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by contractors or subcontractors providing services for the City.”

3. Post a statement addressing the requirements of the ADA in a prominent place at the worksite.
- B. Contractors shall include in each subcontract agreement, language which indicates the subcontractor’s agreement, language which indicates the subcontractor’s agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own ADA employment programs.

HISTORY:

“Cooperative Funding of Cultural  
Institutions with the County of San Diego”  
Adopted by Resolution R-214497 10/15/1976  
Amended by Resolution R-220257 02/08/1978  
Repealed by Resolution R-250684 11/19/1979

“Allocation of Transient Occupancy Tax  
Funds To The Convention and Visitors Bureau”  
Adopted by Resolution R-261328 08/06/1984  
Amended by Resolution R-263886 08/19/1985  
Amended by Resolution R-271995 09/26/1988  
Rescinded by Resolution R-279227 01/06/1992  
(Now included in 100-03)

“Americans with Disabilities Act/City Contractors”  
Adopted by Resolution R-282153 06/14/1993

000433

EXHIBIT F

**DRUG-FREE WORKPLACE**

000434

EXHIBIT F

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: MULTI-AGENCY VERNAL POOL MANAGEMENT  
AND RESTORATION PROJECT

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

000435

EXHIBIT G

PERFORMANCE EVALUATION

**Consultant Performance Evaluation**

Section I The purpose of this form is to provide historical data to City staff when selecting consultants

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.)	2a. Name and address of Consultant		
1b. Brief Description:	2a. Consultant=s Project Manager:		
1c. Budgeted Cost: \$ _____	Phone ( ) _____		
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division)		3b. Project Manager (address & phone)	
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement date: _____ / # _____		Resolution # _____ \$ _____ (consultant)	
4b. Amendments \$ _____ / # _____		(city) \$ _____ / # _____	
4c. Total Agreement (4a. & 4b.) \$ _____			
4d. Type of Work (Design, study, etc.)	4e. Key Contract Completion Dates:		
	Agreement _____ %	_____ %	_____ %
	Delivery _____ %	_____ %	_____ %
	Acceptance _____ %	_____ %	_____ %
5. Construction			
5a. Contractor _____		Phone ( ) _____	
(Name and address)			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)	5f. Change Orders:		
5d. Working Days _____ (number)	Errors/Omissions _____ % of const. Cost \$ _____		
5e. Actual Working Days _____ (number)	Unforeseen Conditions _____ % of const. Cost \$ _____		
	Changed Scope _____ % of const. Cost \$ _____		
	Changes Quantities _____ % of const. Cost \$ _____		
	Total Construction Cost \$ _____		
6. OVERALL RATING (Please ensure Section II is completed)			
	Excellent	Satisfactory	Poor
6a. Plans/specifications accuracy .....	_____	_____	_____
Consistency with budget .....	_____	_____	_____
6b. Responsiveness to City Staff .....	_____	_____	_____
Overall Rating .....	_____	_____	_____
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date: _____	
7b. Deputy Director _____		Date: _____	

Section II		SPECIFIC RATINGS							
PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of field problems				
					CONSISTENCY WITH	EXCELLENT	SATISFACTORY	POOR	N/A

000437

Section II		SPECIFIC RATINGS							
As-Built Drawings					BUDGET				
Change Orders due to design deficiencies are minimized					Reasonable Agreement negotiation				
					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

**Section III** **SUPPLEMENTAL INFORMATION**  
Please ensure to attach additional documentation as needed.

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)

000438

EXHIBIT H

CALIFORNIA LABOR CODE

## CALIFORNIA LABOR CODE

## EXISTING LAW

' 1771. **Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

## AMENDMENT

' 1720. **Public works; use of public funds**

As used in this chapter, Apublic works@ means:

(a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, Aconstruction@ includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. APublic work@ shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder=s charter or not.

(d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

**000440**

(e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, § 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), § 1.)

000441

EXHIBIT I

**PROCEDURES FOR CONSULTANT  
WORK SAFETY PROGRAM**

000442

EXHIBIT J

“RESERVED”

000443

EXHIBIT K

**CONSULTANT'S RELEASE**

000444

CONSULTANT'S RELEASE

The undersigned Consultant, pursuant to the terms of the Agreement for \_\_\_\_\_ (the Agreement) between the City of San Diego (City) and said Consultant, hereby releases the City its officers, agents, and employees from any and all claims arising under or by virtue of the Agreement or any duly approved modification or change thereto except for the following claims: (Here list any claims against the City and the amount thereof. If none, so state.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, under the terms of said Agreement, the Consultant has been paid \$ \_\_\_\_\_ as total compensation for all authorized work satisfactorily completed under the Agreement, and if applicable, returned all City-owned property and materials in a like-condition as existed when such property and material was placed in the custody of the Consultant.

IN WITNESS WHEREOF, this release is executed by the undersigned, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

(CORPORATE SEAL  
AFFIXED HERE)

Consultant \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be an officer authorized to sign for the Consultant named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Consultant executed the said Release.

\_\_\_\_\_  
Notary Public in and for said County and State

I HEREBY APPROVE the form of the foregoing Consultant's Release, this \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Michael J. Aguirre,  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

000445

EXHIBIT L

**ADMINISTRATIVE REGULATIONS  
45.10 AND 90.30**

000446

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  EMPLOYEE TRANSPORTATION AUTHORIZATION	Number 45.10	Issue 25	Page 1 of 16
	Effective Date January 22, 1999		

SUMMARY OF CONTENTS

1. Purpose
2. Scope
3. Policy
4. Types of Transportation
5. Standards for Transportation Authorization
6. Storage of City Vehicles
7. Emergency Transportation
8. Insurance
9. Monthly Mileage Report
- Appendices – Illustrative Examples

(Supersedes Administrative Regulation 45.10, Issue 24, dated August 2, 1993)

Authorized

(Signed by Michael T. Uberuaga)

\_\_\_\_\_  
CITY MANAGER

(Signed by Casey Gwinn)

\_\_\_\_\_  
CITY ATTORNEY

(Signed by Ed Ryan)

\_\_\_\_\_  
AUDITOR & COMPTROLLER

(Signed by Charles G. Abdelnour)

\_\_\_\_\_  
CITY CLERK

000447

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 2 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

1. Purpose

- 1.1 To establish the policies, regulations, and procedures relative to the assignment, use, and control of transportation for employees while conducting business for the City of San Diego.

2. Scope

- 2.1 This regulation applies to the operation of pool sedans and pick-up trucks rented from the Equipment Division, and to the reimbursed use of employee-owned vehicles. Work vehicles such as police cars, dump trucks, assigned pick-up trucks, crew trucks, and heavy equipment are beyond the scope of this regulation.
- 2.2 This regulation applies only to authorized mileage and parking costs for conducting City business within San Diego County, Baja Norte in Mexico, or one-day trips (less than 200 miles each way). The one-day trips should be charged to object account 4449. The "Monthly Mileage Report" (Report) AC 1145 & AC 1145A should be completed for mileage and parking costs. Any other trips should be considered out-of-town and be reimbursed through a Travel and Expense Report and a Request for Direct Payment.

3. Policy

- 3.1 Transportation of employees, when required in conjunction with the discharge of their employment duties, should be by City-owned vehicle, or reimbursed use of an employee's personal vehicle; or public transportation.
- 3.2 The transportation type authorized should be determined in terms of the best interests of the City. Employee convenience does not constitute a basis for transportation authorization.
- 3.3 Employees authorized to drive their own or City-owned vehicles on City business must possess a valid California driver's license. Department Directors are responsible for enforcing this provision in accordance with A. R. 75.50.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 3 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

- 3.4 Employees authorized to drive their own vehicles on City business and who are based in the downtown area may be reimbursed for monthly parking costs but not to exceed the monthly rate established for City employees at the Evan Jones Parkade (Parkade).
- 3.5 For consistency, all employees of similar occupational duties should possess the same type of transportation authorization.
- 3.6 Department Directors are responsible for enforcing the provisions of this Administrative Regulation as it relates to employees in their department.
- 3.7 Other than assigned City vehicles, employees shall not use two or three wheeled motorized vehicles for transportation while conducting City business, and therefore will not be allowed mileage reimbursement for these vehicles.
- 3.8 City employees must comply with all traffic laws while conducting City business.
4. Types of Transportation Available
- 4.1 The following types of transportation may be available to employees required to travel on City business.
- a. Type "A" – a City owned sedan permanently assigned to an individual on a full working day basis. This requires a budgetary provision for the needed vehicle.
  - b. Type "B" – a City owned sedan or pick-up truck drawn from a pool on an "as required, single trip" basis.
  - c. Type "C" – the reimbursed use of an employee-owned vehicle at established mileage rates.
  - d. Type "CP" – for employees who are based in the downtown area, the reimbursed use of an employee-owned vehicle at established rates and monthly parking costs up to the monthly rate established for City employees at the Parkade. To be eligible for parking reimbursement, employees must pay for parking at the Parkade or other City parking areas as designated by the City Manager.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 4 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

- e. Other – the reimbursed use of public transportation (bus or trolley) or taxi on an “as required, single trip” basis.

5. Standards for Transportation Authorization

5.1 Type A

- a. To qualify for Type A authorization, the position must provide field supervision at various locations throughout the City, the public relations aspect of the position must require the use of City vehicles, and a budgetary provision must have been made for the vehicle. In addition, one of the following criteria also must be satisfied.
- (1) The employee is regularly required to drive in excess of an average of 600 miles per month.
  - (2) The employee is required to be away from his permanent workstation a minimum of 50% of his normal workday at least three days a week.
  - (3) The position requires the availability of a special-equipped sedan.

5.2 Type B

- a. To qualify for Type B authorization, all of the following criteria must be satisfied.
- (1) The employee has a transportation requirement, which does not meet the criteria for Type A authorization.
  - (2) The employee has access to a pool vehicle.
  - (3) The user will not normally keep the vehicle out of the pool for more than 50% of the normal workday.

000450

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 5 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

- b. Type B transportation is recommended when the employee's travel requirement is intermittent. However, employees authorized Type B transportation may also be authorized Type C transportation at the discretion of the Department Director.
- c. It is the responsibility of the Deputy Director of Equipment Division to perform a periodic analysis of Type B usage to ensure only authorized employees are making use of the Type B authorization and pool vehicles are not being kept out for more than 50% of the working day.

5.3 Type C

- a. To qualify for Type C authorization, all of the following criteria must be satisfied.
  - (1) The employee's transportation requirement does not meet the criteria for a Type A authorization.
  - (2) The employee has a regular and frequently recurring transportation requirement. Classified Fire uniformed employees and Library personnel will meet this requirement by traveling from one work station to another when such travel is the result of a reassignment of the work station during the employee's normal work hours.
  - (3) The use of a City pool vehicle is not desirable or is not available.
  - (4) The employee shall have in effect public liability and property damage insurance in accordance with minimum requirements as outlined in this regulation.
- b. Authorization of Type C mileage shall be periodically reviewed by departments. Form AC-1500 must be completed for transportation authorization.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 6 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

5.4 Type CP

- a. In addition to satisfying all the criteria for Type C authorization the following additional criteria must be satisfied to qualify for Type CP authorization.
- (1) The employee must pay for monthly parking in the Parkade or other City parking areas as designated by the City Manager.
  - (2) The employee will be reimbursed for monthly parking provided at least (7) separate days each calendar month the employee drives their personal vehicle on City business. The actual monthly cost of parking, not exceeding the monthly rate established for City employees at the Parkade, will be added to the Report and included in the total amount due.
  - (3) Employees who are absent five or more consecutive working (or holiday) days in a month shall claim a refund from the operator of the Parkade. If the employee is entitled to reimbursement of parking costs for that month, the reimbursement shall be reduced by the amount of the refund. Employees are required to complete a refund form at the Parkade and a copy of this form is sent to supervisory personnel to ensure appropriate reductions in parking reimbursements take place.
- b. The fact the above criteria are met does not necessarily mean CP authorization must be granted. Some situations may call for Type C authorization only. Parking stamps in lieu of parking authorization should be utilized when cost savings can be realized. These determinations shall be at the discretion of the Department Director.
- c. Authorization of Type CP mileage shall be periodically reviewed by departments. Form AC-1500 must be completed for transportation authorization.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 7 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

5.5 When the car of an employee receiving C or CP mileage is temporarily inoperative, the Department Director or designee may request temporary assignment of a City car by written request for each instance to the Equipment Division Deputy Director.

5.6 The use of bus or trolley transportation is encouraged where schedules and routes are convenient and the trip to be made is short or parking is inconvenient. Taxis may be used for transportation of groups between points not satisfactorily served by public transportation and when no City vehicle or Type C authorization is available. Reimbursement for these forms of transportation should be through petty cash.

6. Storage of City Vehicles

6.1 Storage of City vehicles shall be established by the Transportation Director with the approval of the City Manager.

6.2 All City-owned vehicles shall be stored at the designated official vehicle storage areas unless exempted by the Transportation Director.

7. Emergency Transportation

7.1 Employees subject to emergency calls during off-duty hours but who do not have a City vehicle at their disposal may be authorized by Department Directors to be reimbursed for the use of their own vehicles or for taxi transportation. However, such reimbursed mileage for the use of their own vehicle does not include the commute distance to and from the employee's home and their normal work station.

8. Insurance

8.1 Employees authorized C or CP transportation shall maintain adequate insurance and must certify on the Report they have in force personal automobile insurance coverage for at least \$15,000 bodily injury, \$30,000 for public liability, and \$10,000 for property damage.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 8 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

8.2 The intent of C and CP transportation is to reimburse employees for vehicle operating expenses, including collision and comprehensive coverage (optional at the employee's election) and public liability, bodily injury and property damage coverage. The City assumes no responsibility for collision or comprehensive losses to the employee's personal vehicle.

9. Monthly Mileage Report

9.1 In order to receive reimbursement for the use of a personal vehicle, the employee authorized C or CP transportation shall record daily all mileage information indicated on the Report. Reimbursement rates for mileage shall be established through meet-and-confer with the recognized labor organizations.

9.2 For the purpose of the Report the following definitions are made:

- a. Normal workstation is the place an employee is regularly scheduled to work. It need not be a single location as long as there is a regular schedule of different workstations the employee reports to on different days. However, if an employee begins the workday at one location and is reassigned to another, the mileage between the two locations is reimbursable.
- b. Alternate workstation is the place an employee may be required to report that is different from their normal workstation.
- c. Reimbursable miles are the miles driven on City business by an employee in their personal vehicle. Reimbursable miles include miles driven between an employee's normal workstation and alternate work station(s). When an employee begins or ends their workday at an alternate workstation, travel from their personal residence to the alternate workstation or from the alternate workstation to their personal residence is reimbursable at the lesser of two distances:

Employee's personal residence (Home) to the alternate work station

OR

Employee's normal work station to the alternate work station

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 9 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

Mileage traveled from/to Home to attend an after-hours community meeting after the employee has returned to their personal residence at the end of the normal workday or on a non-work day is fully reimbursable.

*See Appendix A for illustrative examples.*

- d. Personal miles are the difference between the total miles traveled and the reimbursable miles.

9.3 The Report should be completed as follows:

- a. Employees should print their name, month, year, time sheet department, and time sheet level on the top of the Report (the time sheet department and level are the same as indicated on the employee's labor card).
- b. On a daily basis for each separate one-way trip (one line entry) employees should record the locations traveled from and to, the complete starting and ending odometer readings, and the miles traveled (personal and reimbursable). Each line should indicate as explicit as possible the destination name and address. Location abbreviations have been provided on the Report to save entry time. If the employee's personal residence is a to/from location, their residence address should be entered on the space provided on the Report and the word Home listed as the location. The Report should have a minimum of two lines per day of driving.
- c. For City inspectors or other personnel who travel to various job sites during the day, one line of recording for each day traveled on City business is sufficient as long as a detailed daily trip itinerary is maintained to support the entries on the Report. The daily total of City business miles on the trip itinerary must agree to the reimbursable miles on the Report.
- d. The Job Order column on the Report should be completed only if the employee is charging to a different job order number than already established for the employee for mileage reporting.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 10 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

- e. At the end of the month, the reimbursable miles driven should be totaled, and if different job orders were used, they should be totaled and entered in the appropriate block on the back of the Report. All other blocks on the Report should be completed, and the reimbursable mileage amount calculated by multiplying the total reimbursable miles by the mileage rate.
  - f. For those employees authorized Type CP mileage, the number of days driving should be recorded. If an employee is eligible for parking reimbursement, the actual cost of parking, but no more than the monthly rate for the Parkade should be entered. This amount should be added to the amount of mileage reimbursement claimed.
  - g. Identifying information should be completed, the Report signed by the employee, and submitted to appropriate supervisory personnel for review and approval. If additional sheets are needed, Form AC-1145-A has been established for this purpose.
- 9.4 Departmental approval is the responsibility of the supervisor to whom the employee submitting the AC-1145 normally reports, or other higher level supervisors at the discretion of the Department Director. The person providing departmental approval must have specific signature authority to do so. It is the supervisors responsibility to ensure the mileage claimed is accurate and for City business. Before printing and signing approval, the supervisor should:
- a. Determine the employee is authorized C or CP reimbursement.
  - b. Ensure all pertinent information on the Report has been completed. If trip itineraries are required, they should be attached to the Report.
  - c. Determine the mileage claimed is accurate and reasonable as it relates to the employee's work assignments. Any questionable mileage should be discussed with the employee and eliminated from Report if not adequately justified by work requirements.

000456

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 11 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

d. The supervisor should print and sign their name indicating departmental approval. The supervisor should also list a telephone number where they can be contacted.

9.5 After all Reports have been approved by designated supervisory personnel, they should be submitted to staff for entry into the City Automated Personnel Payroll System (CAPPS). The Reports should be retained at the department for at least three years and filed by month in alpha order by employee last name.

Forms Involved

AC-1145-Monthly Mileage Report  
AC-1145A-Additional Sheet Monthly Mileage Report  
AC-1500-Transportation Authorization  
Appendices 1-5 – Illustrative Examples

Administering Department

Financial Management

000457

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 12 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

APPENDIX

Illustrative Example 1:

The employee lives at 1111 Raven Court, Lakeside, and the normal workstation is the San Pasqual Plant. The employee is required to report to the Alvarado Filtration Plant for a meeting, then on to the San Pasqual Plant. The distance from Lakeside to Alvarado is 20 miles. The distance from Alvarado to San Pasqual is 30 miles. Another day the employee reports directly to Alvarado and works there all day. On yet another day the employee goes to Alvarado after reporting to San Pasqual Plant.

Date	From	To	Starting Odometer	Ending Odometer	Personal Miles	Reimbursable Miles
1	Home	Alvarado Filtration Plant 5540 Kiowa, LM	17420	17440	0	20
1	Alvarado	San Pasqual Plant 14103 Highland Valley Rd, SD	17440	17470	0	30
3	Home	Alvarado	17500	17520	0	20
3	Alvarado	Home	17520	17540	0	20
5	San Pasqual Plant	Alvarado	17600	17630	0	30
5	Alvarado	Home	17630	17650	0	20

The employee's Home address is listed on the face of the Mileage Report in the space provided.

*Explanation: From Home to the Alternate Work Station (Alvarado) is a lesser distance (20 miles) than from the Normal Work Station (San Pasqual) to the Alternate Work Station (30 miles). Therefore, the reimbursable miles are 20.*

*The distance between the two workstations, 30 miles, is reimbursable.*

000458

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 13 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

APPENDIX

Illustrative Example 2:

The employee leaves the Parkade to go to the Rose Canyon Operations Station. From Rose Canyon the employee goes directly home (235 Delta St., SD). The employee's normal workstation is the City Administration Building, which is 9 miles from Rose Canyon. The distance from Rose Canyon to the employee's home is 6 miles.

Date	From	To	Starting Odometer	Ending Odometer	Personal Miles	Reimbursable Miles
10	P	Rose	20110	20119	0	9
10	Rose	Home	20119	20125	0	6

P and Rose are standard location abbreviations for the Evan Jones Parkade and Rose Canyon Operations Station, respectively, as printed on the face of the Mileage Report. The employee's Home address is listed on the face of the Mileage Report in the space provided.

*Explanation: The distance between the two workstations, 9 miles, is reimbursable.*

*From the Alternate Work Station (Rose Canyon) to Home is a lesser distance (6 miles) than from the Normal Work Station (City Administration Building) to the Alternate Work Station (9 miles). Therefore, the reimbursable miles are 6.*

000459

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 45.10	Issue 25	Page 14 of 16
EMPLOYEE TRANSPORTATION AUTHORIZATION	Effective Date January 22, 1999		

APPENDIX

Illustrative Example 3:

The employee lives at 777 Johnson Ave., El Cajon and the normal workstation is the City Administration Building. The employee is required to report to the Chollas Operations Station before reporting to their normal workstation. The distance between El Cajon and Chollas is 10 miles. The distance from Chollas to the City Administration Building is 8 miles.

Date	From	To	Starting Odometer	Ending Odometer	Personal Miles	Reimbursable Miles
10	Home	Chollas	64380	64390	2	8
10	Chollas	P	64390	64398	0	8

P and Chollas are the standard location abbreviations for the Evan Jones Parkade and the Chollas Operations Station as printed on the face of the Mileage Report. The employee's Home address is listed on the face of the Mileage Report in the space provided.

*Explanation: From Home to the Alternate Work Station (Chollas Operations Station) is a greater distance (10 miles) than from the Normal Work Station (City Administration Building) to the Alternate Work Station (8 miles). Therefore, the reimbursable miles are 8 and personal miles are 2.*

*The distance between the two workstations, 8 miles, is reimbursable.*

000460

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  EMPLOYEE TRANSPORTATION AUTHORIZATION	Number 45.10	Issue 25	Page 15 of 16
	Effective Date January 22, 1999		

APPENDIX

Illustrative Example 4:

The employee lives at 405 D Ave., Coronado, and the normal workstation is the City Administration Building. The employee is required to attend an after-hours community meeting in Tierrasanta after returning home at the completion of the normal workday. The distance between Coronado and Tierrasanta is 20 miles.

Date	From	To	Starting Odometer	Ending Odometer	Personal Miles	Reimbursable Miles
4	Home	Tierrasanta Town Council, 15137 Tierrasanta Blvd., SD.	45679	45699	0	20
4	Tierrasanta Town Council	Home	45699	45719	0	20

The employee's Home address is listed on the face of the Mileage Report in the space provided.

*Explanation: From Home to the Community Meeting at the Tierrasanta Town Council (20 miles) and the return trip (20 miles) are reimbursable since the employee had already returned home at the conclusion of the normal work day before going to the after-hours community meeting.*

000461

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  EMPLOYEE TRANSPORTATION AUTHORIZATION	Number 45.10	Issue 25	Page 16 of 16
	Effective Date January 22, 1999		

APPENDIX

Illustrative Example 5:

The employee leaves the Parkade to go to Environmental Services (9601 Ridgehaven Court, San Diego). From Environmental Services the employee goes directly home (2500 Main Street, El Cajon). The employee's normal workstation is the City Administration Building which is 12 miles from Environmental Services. The distance from Environmental Services to El Cajon, the employee's home, is 15 miles.

Date	From	To	Starting Odometer	Ending Odometer	Personal Miles	Reimbursable Miles
22	P	RHC	72011	72023	0	12
22	RHC	Home	72023	72038	3	12

P and RHC are standard location abbreviations for the Evan Jones Parkade and Ridgehaven Court, respectively, as printed on the face of the Mileage Report. The employee's Home address is listed on the face of the Mileage Report in the space provided.

*Explanation: The distance between the two work stations, 12 miles, is reimbursable.*

*From the Alternate Work Station (Ridgehaven Court) to Home is a greater distance (15 miles) than from the Normal Work Station (City Administration Building) to the Alternate Work Station (12 miles). Therefore, the reimbursable miles are 12, the lesser of the two distances, and personal miles are 3.*



Date	FROM Location	TO Location	Job Order No. (1)	Odometer Reading (miles)		(Less) Personal Miles	Reim-bursable Miles
	(Address & City - first time use) or abbrev.	(Address & City - first time use) or abbrev.		Start	End		
Subtotal Forwarded							
Subtotal, this Sheet							
Total from Additional Sheet 1							
Total from Additional Sheet 2							
Total from Additional Sheet 3							
Total Reimbursable Miles							

(1) Use ONLY for those miles which should be charged to other than the pre-established accounting.

**Mileage Reimbursement Distribution**

Use ONLY for those miles which should be charged to other than the pre-established accounting information.

Miles	Dept	Org	Job Order	Oper Acct

  Total Miles

**Reimbursement Calculation**

Total Reimbursable

\_\_\_\_\_ @ \_\_\_\_\_ ¢ per mile = Mileage \$ \_\_\_\_\_

\_\_\_\_\_ Days of Driving      Parking \* \_\_\_\_\_

TOTAL DUE \$ \_\_\_\_\_

\* Reduce claim by Parking refund(s)

I hereby certify that this report of mileage traveled on official City business is correct and true and that I have insurance coverage in accordance with Administrative Regulation No. 45.10.

Employee Signature

Social Security No.

Department Approval

(Print Name)

(Signature)

(Phone No.)





000466

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  OUT-OF-TOWN TRAVEL PROCEDURES	Number 90.30	Issue 12	Page 1 of 7
	Effective Date October 20, 1986		

1. PURPOSE

1.1 To establish policies and procedures regulating out-of-town travel by City personnel or by members of City boards and commissions while on City business. P.O.S.T. and extradition travel is not paid for by the City of San Diego, but rather is reimbursed through a Revolving Fund. It is not included in this policy.

2. DEFINITIONS

2.1 Out-of-Town travel shall be defined as travel outside San Diego County or Baja Norte in Mexico. One-day trips not exceeding 200 miles one way and less than \$150 per person (excluding registration) will be treated as in-town expenses and not travel.

2.2 Appointing Authorities are elected officials, the City Manager, department directors and assistant directors. Appointing Authorities may delegate approval authority only in writing.

3. POLICY

3.1 Requests for travel in all cases shall be limited to City business, or conferences and meetings, and training classes from which the City will derive a specific benefit through the attendance of a representative. Mere membership in an organization is not of itself a basis for travel authorization.

3.2 Attendance at a conference shall be limited to one representative of the City per department unless the need for additional representatives can be fully justified in writing and approved by

(Supersedes Administrative Regulation 90.30, Issue 11, effective January 31, 1986)

Authorized

(Signed by Ed Ryan)

AUDITOR & COMPTROLLER

(Signed by John W. Witt)

CITY ATTORNEY

(Signed by Charles G. Abdelnour)

CITY CLERK

(Signed by Patricia Tennyson)

INGOVERNMENTAL RELATIONS  
DIRECTOR

(Signed by Rich Snapper)

PERSONNEL DIRECTOR

(Signed by Jack VanCleave)

PLANNING DIRECTOR

(Signed by John Lockwood)

CITY MANAGER

(Signed by Robert P. Logan)

RETIREMENT ADMINISTRATOR

000467

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  OUT-OF-TOWN TRAVEL PROCEDURES	Number 90.30	Issue 12	Page 2 of 7
	Effective Date October 20, 1986		

the City Manager or a non-managerial department director. This policy shall not apply to the *Annual League of California Cities meeting*.

Conference travel in excess of 200 miles one way shall be limited to department directors, assistant department directors, division heads or positions of a highly technical or professional nature as designated by the department director. Every effort shall be made to avoid the simultaneous absence of both the department director and assistant department director.

The control of these travel restrictions rests with the respective Appointing Authority.

- 3.3 Travel requests estimated to exceed \$150 per person (excluding registration) shall be submitted with budget request papers. The request will be summarized and presented to the City Council as a travel program in the annual budget. Travel requests approved during Council budget review do not require a further Council authorization at the time the travel is taken. All other travel requests are considered to be unscheduled and shall be subject to availability of funds and approval of the City Manager or non-managerial department director, except for one day travel not exceeding 200 miles one way and less than \$150.00 per person (excluding registration) which may be authorized by the department director and does not require completion of a Travel Requests and Expense Report (Form FM-1312). These trips will be considered in-town expenses using their appropriate object accounts and processes. Both claimant and Appointing Authority must sign any such claims. Control of such expenses rests with the respective Appointing Authority.
- 3.4 Use of air, train, private car, bus, or City vehicle shall be selected on the basis of the least total cost to the City after all expense items are tabulated, including travel time salary costs. Care should be taken to obtain the lowest reasonable cost for transportation and accommodations. The responsibility for this consideration rests with the respective department.
- 3.5 If use of a private automobile to points beyond 200 miles is approved, reimbursement shall not exceed the cost of a round trip coach or equivalent class air fare, and taxi fare to and from the airport, or the most economical other means of transportation.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.30	Issue 12	Page 3 of 7
OUT-OF-TOWN TRAVEL PROCEDURES	Effective Date October 20, 1986		

- 3.6 When the use of public air carrier transportation is approved, travel for all employees other than elected officials must be in coach class service. If seating in coach class is unavailable, first class travel is permissible.
- 3.7 Authorized travel time shall be based on that required by the most appropriate mode of transportation. Should an employee desire travel time in excess of the above, such time shall be considered and accounted for as accumulated leave or leave without pay.
- 3.8 Guidelines for meal costs incurred on out-of-town trips are shown in attachment A, and generally City employees and their guests should try to follow them.

There are circumstances where these guidelines may not be appropriate. Examples of these circumstances include, but are not limited to the following:

- A. Meal costs for volunteer City advisory boards, committees, commissions, etc. These volunteers contribute many hours of City service and receive no monetary reimbursement from the City other than meals and parking expense.
  - B. Meal costs for the purpose of City Fund Development Activities authorized by the City Council, City Manager or non-managerial department directors.
  - C. Meal costs for the purpose of City Fund Development Activities authorized by the City Council, City Manager or non-managerial department directors.
  - D. Meal costs incurred in connection with training, travel, civic/professional group meetings, etc. which have a set price and for which the individual has little or no choice in the amount paid. These costs usually include speaker, facility and meal costs.
  - E. Meal costs for which Appointing Authorities approve as being above the general guidelines, e.g., with dignitaries.
- 3.9 Business related phone calls are an allowable expense. A personal call per day of up to \$10 is considered an allowable expenditure.

SUBJECT  OUT-OF-TOWN TRAVEL PROCEDURES	Number 90.30	Issue 12	Page 4 of 7
	Effective Date October 20, 1986		

4. PROCEDUREResponsibilityAction

Department

- 4.1 Submits four copies of Form FM-1312, Travel Request and Expense Report, for each scheduled trip estimated to exceed \$150 to Financial Management Director with budget request forms. Submits as a line entry on Form FM-1313, Travel Request Summary, an estimate of the number of trips costing less than \$150 which will be taken during the year, with the total dollars involved. See Budget Preparation Manual for instructions for completing forms.

Financial Management  
Director

- 4.2 Summarizes and submits appropriate travel requests to City Council, via City Manager, as travel program in annual budget. Following Council approval of travel program, returns three approved copies of the Form FM-1312 to City departments. No further authorization is needed for scheduled travel.

Department

- 4.3 For unscheduled travel exceeding 200 miles one way and more than \$150 per (excluding registration), departments should submit four copies of Form FM-1312 to their respective approving authorities as provided for in Section 3.3.

Approving Authority

- 4.4 Places approval stamp on Form FM-1312 and returns three copies to requesting departments if required under Section 4.3.

Department

- 4.5 Submits Civil Service Form CS-14-25A, Request for Leave of Absence, prior to travel date. See Index Code I-1 of the Personnel Manual.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.30	Issue 12	Page 5 of 7
OUT-OF-TOWN TRAVEL PROCEDURES	Effective Date October 20, 1986		

ResponsibilityAction

- |                         |     |  |
|-------------------------|-----|--|
| Auditor and Comptroller | 4.6 | Prepares Request for Direct Payment, Form AC-468, if travel advance is needed. Routes approved copy of Form FM-1312 authorizing travel together with the Request for Direct Payment to the Auditor and Comptroller.  |
| Department              | 4.7 | Pays travel advance only after receiving an approved Form FM-1312. Travel advances shall not exceed budgeted estimates.  |
| Department              | 4.8 | Makes transportation arrangements.   |
| Department              | 4.9 | Following completion of the trip, the traveler shall fully complete Form FM-1312 in a timely manner. Fully complete means that when finished the form will show total trip expenses, including those paid directly by the City (such as registration, advances, petty cash reimbursements, use of City vehicles, etc.), and will result in a net amount due either the traveler or the City. Fully complete also means that original receipts for transportation, lodging, and all other expenses charged, over \$15.00 per occurrence, will be attached. If the traveler pays for someone else's meal he/she must attach a statement of specific City purpose/benefit and detail the attendees. |

The department director or assistant department director shall review the Travel Expense Report to determine that City monies were properly used for City business, and will sign the approval.

SUBJECT  OUT-OF-TOWN TRAVEL PROCEDURES	Number 90.30	Issue 12	Page 6 of 7
	Effective Date October 20, 1986		

ResponsibilityAction

- a. If expenses exceed the travel advance, prepares a Request for Direct Payment, Form Ac-468, for the amount due the traveler; attaches the original Form FM-1312 with original supporting documentation/receipts and forwards both to the Auditor and Comptroller for payment.
- b. If expenses are less than the travel advance, the department: 1) receives amount due City from traveler, 2) prepares Daily Cash Receipts Summary (Form AC-1221), 3) gives traveler an Official Receipt (Form AC-1218) or an initialed copy of the Daily Cash Receipts Summary (Form AC-1221) to indicate receipt of money due City, 4) submits to the Treasurer the money due the City, three copies of the Daily Cash Receipts Summary (Form AC-1221) and one copy of a completed Travel Request and Expense Report (Form FM-1312), and 5) submits the original Travel Request and Expense Report with original supporting documentation/receipts to the Auditor and Comptroller, Budgetary Control section.
- c. If expenses equal the travel advance, forwards the Travel Request and Expense Report (Form FM-1312) with original supporting documentation/receipts to the Auditor and Comptroller.

Treasurer

- 4.10 Receives payment under Section 4.9(b) and forwards Form FM-1312 and Form AC-1221 to Auditor and Comptroller.

000472

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT  OUT-OF-TOWN TRAVEL PROCEDURES	Number 90.30	Issue 12	Page 7 of 7
	Effective Date October 20, 1986		

APPENDIX

Legal Reference

Council Policy 000-8 amended by Resolution No. 255155 on October 6, 1981

Forms Involved

Daily Cash Receipts Summary, Form AC-1221  
Official Receipt, Form AC-1218  
Request for Direct Payment, Form AC-468  
Request for Leave of Absence, Form CS-14-25A  
Travel Request and Expense, Form FM-1312  
Travel Request Summary, Form FM-1313

Subject Index

Travel - Advance; Expense Report; Out-of-Town  
Personnel - Travel  
Reimbursement - Travel Expenses

Administering Department

Financial Management

000473

Attachment A

Meal Reimbursement Guidelines

1.	Breakfast	\$10.00
	Lunch	\$15.00
	Dinner	\$25.00

(Excludes sales tax and a maximum 15% gratuity which will also be reimbursed).

OR

2.	Daily Rate	\$50.00
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(Excludes sales tax and a maximum 15% gratuity which will also be reimbursed).

NOTE: As an alternative to individual meal guidelines, an out-of-town traveler may claim up to a maximum of \$50 (excluding sales tax and 15% gratuity) for daily meals. To qualify, a traveler must be out-of-town overnight. Receipts for all expenses are still required for reimbursement of the daily rate.

000474

EXHIBIT M

**CONSULTANT CERTIFICATION  
FOR TITLE 24 / ADA COMPLIANCE**

000475

EXHIBIT M

CONSULTANT CERTIFICATION FOR  
TITLE 24/ADA COMPLIANCE

NEIL GOOD DAY CENTER COMMUNITY BENEFIT IMPACT STUDY

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for **Neil Good Day Center Community Benefit Impact Study** by **URS Corporation, dba URS Americas** shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative

Print Name and Title

000476

EXHIBIT N

INSURANCE PROVISIONS

**INSURANCE PROVISIONS**

**Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

**Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an occurrence basis which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate \$1,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto].

**Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers (LESLI list).

**Deductibles.** All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

**Specific Provisions Required.** Each policy required under Section 6 shall expressly provide, and an endorsement shall be submitted to the City, that:

Except as to Workers' Compensation insurance policies, the City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

000478

The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

Before performing any Services, the Consultant shall provide the City with all Certificates of Insurance accompanied with all endorsements.

The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

The Consultant may obtain additional insurance not required by this Agreement.